



**CITY OF SANDPOINT
REQUEST FOR PROPOSALS - RFP NO. 20-2200-1:
FIRE SERVICES OPERATIONAL ASSESSMENT AND FEASIBILITY STUDY**

RFP Title:	Fire Services Operational Assessment and Feasibility Study
Purpose:	The purpose of this solicitation is to procure qualified Consultants to develop a clear, data-driven business plan assessing our current shared Fire Department operational structure and considers a variety of other best practice governance and structure models.
Project Budget	Not to exceed \$60,000
Submission Deadline:	2:00:00 p.m. Pacific Daylight Time, Friday, May 08, 2020
Questions Deadline:	2:00:00 p.m. Pacific Daylight Time, Friday, May 01, 2020
Submissions:	Email to cityclerk@sandpointidaho.gov
Written Inquiries:	Cheryl Hughes Contract/Procurement Officer chughes@sandpointidaho.gov
RFP Contents:	<ul style="list-style-type: none"> A. Instructions B. Introduction C. Current Fire Services Program D. Objectives E. Submission and Inquiries F. Required Proposal Format and Content G. Review and Evaluation of Proposals H. Project Schedule I. Protest to Owner <p style="margin-left: 40px;">Sample Agreement</p>

A. INSTRUCTIONS

The City of Sandpoint will receive proposals for:

RFP NO. 20-2200-1 - FIRE SERVICES OPERATIONAL ASSESSMENT AND FEASIBILITY STUDY

IT IS UNDERSTOOD that the City of Sandpoint reserves the right to reject any or all proposals for any or all products and/or services covered in this solicitation and to waive informalities of defects in such proposals.

Proposals must be submitted as required in Section H, as well as filling out, signing, and returning “Responder Certification” page within this packet. Proposal and Responder Certification to be **signed by a person having the authority to bind the firm in a contract**. Completed proposals and Responder Certification page can be submitted as follows:

Email to: cityclerk@sandpointidaho.gov

All emailed Proposals to be received not later than 2:00:00 PM PST, Friday, May 08, 2020.

GENERAL INSTRUCTIONS: Responders to this solicitation should carefully examine all terms, conditions, specifications and related documents. Should a responder find discrepancies in or omissions from the specifications or related documents, or should there be doubt as to their meaning, the City should be notified immediately for clarification prior to submitting the proposal. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City of Sandpoint’s interpretation shall govern.

FUNDING: Funds for payment have been provided through the City of Sandpoint budget approved by the City Council for Fiscal Year 2020 (October 01, 2019 – September 30, 2020).

LATE PROPOSALS: Proposals received after submission deadline will not be considered and will be rejected. City of Sandpoint is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the Central Services Division’s office shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

WITHDRAWAL OF PROPOSALS: Any proposal may be withdrawn prior to the RFP deadline. Notice to withdraw the proposal must be in writing and, if received after the RFP deadline, shall not be considered.

CONTRACT AWARD: If a contract is awarded, it will be awarded to the proposal providing services at the best value to the City. The City has the right to award a contract upon the conditions, terms and specifications contained in submitted proposals to the City for a period of up to ninety (90) days following the date specified for RFP deadline. In awarding a contract, the City may waive minor technicalities and informalities in the solicitation process and proposals received if they are not material to or alter any of the conditions, terms or specifications contained in the Request for Proposal or a qualifying proposal.

REJECTION OF PROPOSALS: The City may choose to reject all proposals and not award a contract. If the City does not award a contract within ninety (90) days following the RFP closing date, all proposals will be deemed rejected.

PURCHASE ORDER: City of Sandpoint shall generate a purchase order to the successful responder. The purchase order and contract number must appear on all invoices, packing lists, and any and all related correspondence. City of Sandpoint will not be responsible for any orders placed and/or delivered without a valid Purchase Order number.

Proposals **MUST COMPLY** with all federal, state, county, and local laws concerning this type of good or service.

DOCUMENTATION: Responder shall provide with this proposal, all documentation required by this RFP. Failure to provide this information may result in rejection of submitted proposal.

ETHICS: The responder shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official, vendor, or agent of City of Sandpoint. More than one proposal on any one contract from a firm or individual under different names shall be grounds for rejection of all proposals in which the firm or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between responders or any other party with a relevant connection to the City of Sandpoint.

B. INTRODUCTION

The City of Sandpoint desires to develop a clear, data-driven business plan assessing our current shared Fire Department operational structure and considers a variety of other best-practice governance and structure models, anticipates growth opportunities (new partners), provides a current and future staffing and cost sharing model and a complete fiscal analysis that identifies opportunities for service enhancement, efficiency, and cost avoidance.

C. CURRENT FIRE SERVICES PROGRAM

The City and its partner agencies, Sagle Fire District and Westside Fire District provide cooperative and coordinated fire services under a Joint Powers Authority (JPA). The joint fire service operates under the name of Selkirk Fire, Rescue, and EMS Services. Fire Services is

funded 100% through General Fund and for Fiscal Year 2020, the City of Sandpoint budget for Fire Services is \$1.36 million.

The City of Sandpoint houses five apparatus at the City station: a Ladder Truck, a Structural Engine, a Water Tender, a Battalion Chief Command Unit and a Technical Rescue Unit. The fire station also operates a Fire Boat that is moored at the City of Sandpoint City docks. The 24-hour per day station staffing includes a Battalion Chief, Captain, an Engineer, and Volunteers. The City of Sandpoint has nine (9) firefighters.

The remaining JPA structure is as follows:

Sagle Fire District is a special taxing district, a governmental subdivision of the State of Idaho and a body politic and corporate. The operational budget for Fiscal year 2020 is \$1.7 million.

The Sagle Fire District maintains 5 fire stations. The Sagle and Careywood station staffing include a Captain and an Engineer, and volunteers 24/7 with the ability to drop to one on-duty person in Careywood, if needed. The Sagle station houses two (2) structural engines, a brush truck, a water tender, and a zodiac. Careywood Station houses a structural engine and a brush truck. The other three stations house reserve equipment. Sagle has twelve (12) firefighters.

Westside Fire District is a special taxing district, a governmental subdivision of the State of Idaho and a body politic and corporate. The operational budget for Fiscal year 2020 is \$557,000. Westside has three (3) paid firefighters and four (4) resident volunteers.

Westside Fire maintains three (3) stations. The Dover station is staffed with four (4) resident Firefighters and Volunteers. The Dover station houses two (2) structural engines, a brush truck, water tender and a zodiac.

The Wrenco station is staffed with one (1) career Firefighter 24/7. The Wrenco station houses a structural engine, brush truck, and water tender. The other station houses reserve equipment.

The JPA forming Selkirk Fire, Rescue, and EMS provides for the joint operations of the three (3) participating agencies. The current interm fire chief is a Westside Fire District employee and he serves as the fire chief for all three agencies. His salary and benefit costs are equally shared across the agencies. Sagle Fire District currently has a 1.0 FTE bookkeeper who provides bookkeeping/accounting functions for Sagle and Westside. She also serves as the administrative assistant to the chief. All three agencies share equally in her salary and benefit costs. Finance/accounting services for the City of Sandpoint are provided by the City's Finance Department. Costs for the three batallion chiefs are shared equally between the City of Sandpoint and Sagle Fire District.

D. OBJECTIVES

General

The Consultant will be expected to collaborate with City and Fire District Leadership and other staff as determined by Project Manager.

The Consultant is also required to bring a significant degree of analysis and technical expertise in providing operation assessment and feasibility studies for fire service program in local government agencies.

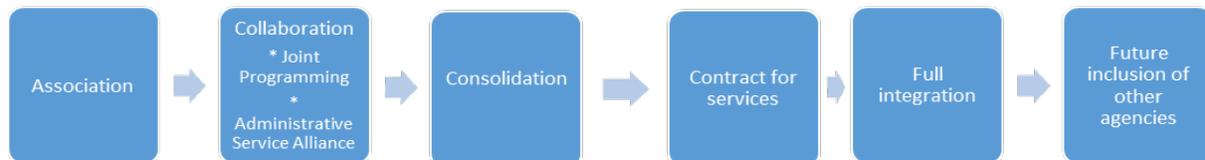
The resulting plan must be accessible and easy to understand and contain clear and concise vision statement(s), goals, objectives, and action items.

City considers the following to be essential qualities of the selected Consultant:

1. Capable of working collaboratively with City and Fire District Leadership and staff and community stakeholders.
2. Ability to produce Plans that have attainable goals, objectives, and action items (including estimated costs and staffing impacts) with a clear path towards implementation.

Operational Assessment and Feasibility Study

1. Analysis and recommendations of service delivery model for each type of jurisdiction (collectively and individually) considering differences but with an aim for consistency, where possible.
2. Fiscal analysis and cost avoidance and development of a cost allocation model.
3. Performance measurement and benchmarking.
4. Political considerations and legal processes.
5. Government structure options moving forward
6. Analyze and recommend solutions for support services, including Information Technology and Human Resources.
7. Staffing analysis and plan, anticipating growth opportunities.



The Plan

The proposed analysis would provide partner agencies with potential alternative organization relationships that includes:

1. Findings: a feasibility analysis of each opportunity for shared services
2. Preferred Option: a preferred option or options recommendation
3. Policy Action: necessary policy action to be taken by the elected bodies
4. Process Issues: strategic planning, legal considerations, management, governance, and funding/cost considerations
5. Timeline

A final report and agency specific recommendations must be completed and presented to the Sandpoint City Council, Sagle Fire District and Westside Fire District Boards no later than August 31, 2020. This report must be empirically-based and include recommendations which could result in the following:

- **Better alignment with community needs/desires**
- **Better use of limited resources**
- **Increased efficiency**
- **Improved personnel safety at the emergency scene**
- **Cost avoidance**
- **Cost savings**

E. SUBMISSION AND INQUIRIES

Sandpoint encourages disadvantaged, minority, and women-owned Consultants to respond. The City, in accordance with Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d to 2000d-4) and associated regulations as well as Sandpoint City Code, hereby notifies all responders that it will ensure that all businesses will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression in consideration for an award.

The City reserves the right to waive any minor non-compliances or irregularities contained in the Proposals, at its sole discretion. The City may reject any and all Proposals.

Email Proposals to cityclerk@sandpointidaho.gov or

Proposals will be received until 2:00:00 p.m. Pacific Daylight Time, Friday, May 08, 2020.

Any questions regarding this project shall only be directed, in writing, to:

Cheryl Hughes
 Contract/Procurement Officer
chughes@sandpointidaho.gov

All Questions and City Answers and any addenda will be posted on the City's website at www.sandpointidaho.gov. All questions must be received, in writing, by 2:00:00 PM PST, April 03, 2020.

F. REQUIRED PROPOSAL FORMAT AND CONTENT

The proposal shall contain all sections listed below, separated by dividers, and shall respond fully to all requirements of the RFP. Proposals are limited to 20 single-sided (8-1/2" x 11") pages, no less than 11-point font, not including a cover page. Submittals which do not address the items in this section may be considered incomplete and may be deemed non-responsive by the Review Committee.

1. LETTER OF INTEREST: Provide a letter of interest signed by an authorized Consultant representative. Provide the names, offices, email addresses and phone numbers for all key Consultant staff that are proposed to be involved in the project. The Proposal shall identify in which office(s) the majority of the work will occur. Acknowledge all issued addenda. Inclusion of all the items indicated above will constitute a passing score for this section (1-page maximum).
2. STAFF QUALIFICATIONS: The Proposal shall include a project team member organizational chart and brief biography of key individuals proposed to be assigned to the project with emphasis on a designated Project Manager. The Project Manager should be the individual conducting the day-to-day activities on this project. Each individual's proposed position/responsibility shall be indicated. Special emphasis shall be provided to the individual's background, qualifications, certifications, experience on related and/or similar projects. At least three (3) client references, including name, description of past working relationship, and current contact information, shall be listed for each key individual who is proposed in the organization chart. Any applicable professional licenses or certifications shall be designated for each individual. All known Sub-Consultants needed to complete the project (individual or firm) must be identified. Inclusion of all the items indicated above with a clear representation of each team member's competency and successful past experience with related and/or similar projects, to include at least three (3) positive client references for each key individual, will constitute a passing score for this section (4-pages maximum).
3. MANAGEMENT APPROACH: The Proposal shall include a discussion regarding the Consultant's intended management approach on this project, including coordination and monitoring of project schedule, cost, scope, communications, quality, resources and other management issues that the Consultant feels should be addressed. (2-page maximum).
4. RELATED PROJECT EXPERIENCE: The Proposal shall include up to three (3) profiles of similar services in comparable organizations. Past projects must have been

- completed in the last five (5) years and shall include: project name, project timeframe, client name, and a detailed description that clearly justifies why the Consultant's past experience is applicable to this RFP. For each project, indicate which proposed team members worked on the project and describe the role/work they performed and their levels of involvement (2-pages maximum per project / 6-pages maximum total).
5. DETAILED DRAFT SCOPE OF SERVICES: This will form the basis of the Scope of Services to be included in the Contract and be given the most weight in evaluation and scoring of the Proposals. The Proposal shall include (8 pages maximum):
 - A. description of the Consultant's understanding of the Project;
 - B. detailed description of the Consultant's proposed scope of services (including specific tasks and deliverables) to accomplish the Objectives specified in Section E of the RFP;
 - C. list any additional documents or resources necessary to complete the Work; and,
 - D. any optional, recommended services otherwise excluded from the Consultant's proposed Scope of Services but are considered by the Consultant to be valuable aspects in achieving the Objectives.
 6. PROJECT SCHEDULE: The Consultant shall provide a detailed project schedule, directly associated with the Consultant's proposed Scope of Services (2-pages maximum).
 7. PRICE PROPOSAL: Provide a Total Not to Exceed, Price Proposal. Include a detailed cost breakdown of estimated personnel, hours, and fully-loaded rate, exclusions, and should include all labor costs, expenses, overhead, and profit. The Price Proposal will serve as the basis for scoring. The Price Proposal will be scored as follows (1-page maximum):

(Lowest Proposal Price/ Proposal Price) x 15

Lowest Price will receive a score of 15

Example: Proposal Price A = \$40,000, Lowest Proposal Price = \$30,000

(\$30,000/\$40,000) x 15 = Score of 11.25 points

G. REVIEW AND EVALUATION

Responses to this RFP will be evaluated and ranked by a Review Committee. Selection will be based on the RFP and the following point criteria (100 points total / 120 total if oral Interviews are conducted):

1.	LETTER OF INTEREST	(PASS/FAIL)
2.	STAFF QUALIFICATIONS	(PASS/FAIL)
3.	MANAGEMENT APPROACH	(10 points)
4.	RELATED PROJECT EXPERIENCE	(25 points)
5.	DETAILED DRAFT SCOPE OF SERVICES	(30 points)
6.	SCHEDULE	(20 points)
7.	PRICE PROPOSAL	(15 points)

Sections 1 and 2 of the Proposal will be evaluated on pass/fail criteria. Failure to achieve a pass rating on the components of these sections may result in the Proposal being declared non-responsive and the Proposer being disqualified. All other sections of the Proposal will be evaluated and scored on a qualitative basis. Final selection may be made after oral interviews of the top two or three applicants at the discretion of the City. If applicable, the oral interviews will be scheduled within two weeks after the proposal due date and will be factored into the final scoring with a total of 20 possible points.

At the discretion of the City, interviews may be arranged with the top firms to assist in making a final selection. Selection shall be based upon evaluation criteria, the committee's recommendations, and subject to City's final approval. It is the City's intention to select one firm to perform all services.

H. SCHEDULE

Listed below is the tentative schedule for the selection process:

Event	Date
Proposal Deadline	May 08, 2020
Evaluation by Review Committee	May, 2020
Award of Contract	May-June, 2020

I. PROTEST

- Prior to a submission of a protest relating to or arising from the solicitation for RFP, all parties shall use their best efforts to resolve concerns raised by an interested party through open and frank discussions.

- Protests shall be concise and logically presented to facilitate review by the City. Failure to substantially comply with any of the requirements of this section may be grounds for dismissal of the protest.
- Protests shall include the following information:
 - A. Name, address and fax and telephone numbers of the protester;
 - B. Solicitation or contract number;
 - C. Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protester;
 - D. Copies of relevant documents;
 - E. Request for a ruling by the City;
 - F. Statement as to the form of relief requested;
 - G. All information establishing that the protester is an interested party for the purpose of filing a protest; and
 - H. All information establishing the timeliness of the protest.
- Protests based on alleged apparent improprieties in the RFP Documents and solicitation procedures or evaluation and award criteria shall be filed at least ten (10) calendar days before the proposal submittal date. Failure to promptly file a protest based on solicitation procedures or evaluation and award criteria shall be deemed a waiver of the right to pursue a protest. In all other cases, protests shall be filed no later than five (5) calendar days after the basis of protest is known or should have been known, whichever is earlier, but no later than ten (10) days after the proposal due date.
- Action upon receipt of protest:
 - A. Upon receipt of a protest before award, a contract may not be awarded, pending resolution of the protest, unless contract award is justified, in writing, to be in the best interest of the City.
 - B. If award is withheld pending City resolution of the protest, the City will inform the proposers whose proposals might become eligible for award of the contract. If appropriate, the proposers will be requested, before expiration of the time for acceptance of their proposals, to extend the time for acceptance to avoid the need for re-solicitation. In the event of failure to obtain such extension of time, consideration should be given to proceed with award.
 - C. Upon receipt of a protest within ten (10) days after contract award, the City shall immediately suspend performance, pending resolution of the protest, including

any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Owner.

- D. Pursuing a protest does not extend the time of obtaining a judicial stay, injunction or other remedy.
- E. The City shall make its best efforts to resolve protests within 20 days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.
- F. City protest decisions shall be well-reasoned, and explain the City's position. The protest decision shall be provided to the protestor using a method that provides evidence of receipt.

RESPONDER CERTIFICATION

Responder has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the proposal submitted.

Responder guarantees product offered will meet or exceed specifications identified in this Request for Proposal.

Responder Must Fill in, sign, and return with Proposal:

NAME OF CONSULTANT FIRM: _____

CONSULTANT REPRESENTATIVE NAME: _____

CONSULTANT REPRESENTATIVE TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

Please acknowledge all Addenda to the RFP by entering each Addenda number below (if applicable):

ADDENDA NO. _____

SAMPLE AGREEMENT

**PROFESSIONAL CONSULTANT SERVICES AGREEMENT FOR
FIRE SERVICES OPERATIONAL ASSESSMENT AND
FEASIBILITY STUDY BETWEEN CITY OF SANDPOINT AND
XXXXXXXXXXXX**

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this XXX day of XXXX, 2020(“Effective Date”), by and between the CITY OF SANDPOINT (CITY), a public body corporate and politic and XXXXXXXXXXXX (CONSULTANT), a State of XXXXXXXX (Corporation, Limited Liability Corporation, Partnership, or Sole Proprietor, etc.).

1. **Scope of Services.** CITY agrees to retain and does hereby retain CONSULTANT and CONSULTANT agrees to provide the services more fully described in Exhibit A, Scope of Services, attached hereto and incorporated herein by reference, in conjunction with the CITY’s Fire Services Operational Assessment and Feasibility Study.
2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until XXXXX XX, 2020, unless otherwise terminated pursuant to the provisions herein.
3. **Compensation/Payment.** CONSULTANT shall perform the Services under this Agreement for the total sum not to exceed XXXXXXXXXXXX (\$XX,XXX) Dollars payable in accordance with the terms set forth in Exhibit B, Fee Schedule. Payment shall be made Net 30 days upon receipt and approval of an itemized invoice setting forth the services performed.
4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

CITY OF SANDPOINT

Attn: XXXXXXXX
 1123 Lake Street
 Sandpoint, Idaho 83864

CONSULTANT

Attn:
 Street Address
 City, State, Zip

5. **Contract Administration.** An authorized CITY representative/designee will be appointed to administer this Agreement on behalf of CITY and shall be referred to herein as Contract Administrator.
6. **Standard of Performance.** While performing Services under this Agreement, CONSULTANT shall exercise the reasonable professional care and skill customarily exercised by reputable members of CONSULTANT'S profession and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.
7. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services under this Agreement and shall be responsible for their performance and compensation. CONSULTANT recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to CITY approval.
8. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. CONSULTANT acknowledges that any assignment may, at the CITY'S sole discretion, require CITY approval, up to and including City Council approval. CONSULTANT shall not subcontract any portion of the work required by this Agreement without prior CITY approval. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 11. The CONSULTANT acknowledges and agrees that the CITY is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the CITY.
9. **Independent Contractor.** In the performance of this Agreement, CONSULTANT, and CONSULTANT'S employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the CITY. CONSULTANT acknowledges and agrees that the CITY has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to CONSULTANT, or to CONSULTANT'S employees, subcontractors and agents. CONSULTANT, as an independent contractor, shall be responsible for any and all taxes that apply to CONSULTANT as an employer.

10. **Indemnification.** CONSULTANT shall defend, indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by CONSULTANT'S wrongful acts or omissions in the performance of its duties under this Contract. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

11. **Insurance.**

11.1 At all times material hereto, CONSULTANT shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies. CONSULTANT shall provide the CITY with proof of such insurance prior to commencement of any Work. CONSULTANT shall also keep and maintain an automobile insurance policy or policies for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement. All employees of CONSULTANT are deemed its employees only, and CONSULTANT shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY prior to commencement of any Work.

11.2 CONSULTANT shall keep and maintain a policy or policies of insurance covering losses resulting from Professional Liability, Errors and Omissions in amounts no less than \$1,000,000 for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies.

11.3 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and

Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

12. **Business License.** Consultant is required to obtain and maintain a current City of Sandpoint Business License throughout the term of this Agreement.
13. **CITY'S Right to Employ Other Consultants.** City reserves the right to employ other Consultant's in connection with this Project. If the City is required to employ another consultant to complete CONSULTANT'S work as a result of the failure of the CONSULTANT to perform, or due to the breach of any provisions of this Agreement, the CITY reserves the right to seek reimbursement from CONSULTANT.
14. **Records.** CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. CITY has the right to review, copy, make transcripts, audit, and/or inspect all documents upon request during CONSULTANT normal business hours. CONSULTANT shall allow inspections of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
15. **Confidentiality.** All idea, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials wither created by or provided to CONSULTANT in connection with the performance of this Agreement shall be held confidential by CONSULTANT, except as otherwise directed by CITY. Nothing furnished to CONSULTANT which is otherwise known to the CONSULTANT or is generally known, or has become known, to the related industry shall be deemed confidential. CONSULTANT shall not use CITY'S name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any written or electronic form, including but not limited to magazines, newspapers, radio or television, websites, or social media without the express written consent of the CITY.
16. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by CONSULTANT shall be and remain the property of CITY. CONSULTANT shall not release to others information furnished by CITY without prior express written approval of CITY.
17. **Copyright.** CONSULTANT agrees that any work prepared for CITY which is eligible for copyright protection in the United States or elsewhere shall be work made for hire. If any such work is deemed for any reason not to be a work made for hire, CONSULTANT assigns all right, title, and interest in the copyright in such work, and all extensions and renewals thereof, to CITY, and agrees to provide all assistance reasonably requested by

CITY in the establishment, preservation, and enforcement of its copyright in such work, such assistance to be provided at CITY'S expense but without any additional compensation to CONSULTANT. CONSULTANT agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction, or limitation on use or subsequent modifications.

18. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. CONSULTANT further warrants that neither CONSULTANT, nor the individuals listed in Exhibit "C" have any real property, business interests, or income interests that will be affected by this project or, alternatively, that CONSULTANT will file with the CITY an affidavit disclosing any such interest.
19. **Solicitation.** CONSULTANT warrants that CONSSULTANT has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, CITY shall have the right to terminate this Agreement without liability and pay CONSULTANT only for the value of work CONSULTANT has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from CONSULTANT the full amount of such commission, percentage, brokerage, or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.
20. **Compliance With Laws.** The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.
21. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.
22. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

23. Termination.

23.1 The CITY or CONSULTANT may terminate this Agreement for its sole convenience with thirty (30) days' written notice. Upon termination, the CONSULTANT, and any subcontractors, shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date, in accordance with the Fee Schedule, Exhibit B, or as negotiated between the parties. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

23.2 Should the CITY determine that the CONSULTANT has failed to supply an adequate work force, to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give written notice to CONSULTANT, specifying all such defaults, to be remedied within thirty (30) days from the date of such notice. If, after thirty (30) days, the CONSULTANT has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.

23.2.1 In the event the CITY terminates this Agreement as provided for in this Section 23.2, the CONSULTANT and any subcontractors shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials within fifteen (15) working days after notice of termination which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONSULTANT shall receive an amount equal to the value of the work completed as of the termination date in accordance with the Fee Schedule or as negotiated between the parties, less any additional costs incurred by the CITY to procure the services of another contractor to complete the services to be rendered under this Agreement.

23.2.2 In the event the CITY terminates this Agreement as provided for in Section 23.2, it may seek any other remedies available to it in law or equity arising out of the CONSULTANT'S failure to fully perform all of its obligations hereunder.

24. **Offsets.** CONSULTANT acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which CONSULTANT owes or may owe to the CITY, CITY reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by CITY to CONSULTANT. Notice of such withholding and offset, shall promptly be given to CONSULTANT by CITY in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the CITY, CITY will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

25. **Successors and Assigns.** This Agreement shall be binding upon CITY and its successors and assigns, and upon CONSULTANT and its permitted successors and assigns, and shall not be assigned by CONSULTANT, either in whole or in part, except as otherwise provided in this Agreement.

26. **Nondiscrimination.** The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4), and associated regulations, as well as Sandpoint City Code, hereby notifies the CONSULTANT and any subcontractor that it shall not discriminate against any applicant or employee on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression.

26.1 The CONTRACTOR and any subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity/expression, age or national origin.

27. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of CONSULTANT each represent and warrant that they have the legal power, right and actual authority to bind CONSULTANT to the terms and conditions hereof and thereof.

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF SANDPOINT
1123 Lake Street
Sandpoint, Idaho 83864

CONSULTANT NAME
ADDRESS
CITY, STATE ZIP

Shelby Rognstad
MAYOR

DATE

NAME
TITLE

DATE

ATTEST:

Melissa Ward
CITY CLERK

EXHIBIT A
SCOPE OF SERVICES

To be determined

**EXHIBIT B
FEE SCHEDULE**

To be determined

**EXHIBIT C
KEY PERSONNEL**

To be determined