



Jessica Perpetua
Director of Human Resources
201 North Broadway, Escondido, CA 92025
Phone: 760-839-4643 | Fax: 760-739-7055

NOTICE OF REQUEST FOR PROPOSALS

April 12, 2021

Re: Notice to Consultants – Request for Proposals (“RFP”) No. 21-06 – Classification and Compensation Study and Analysis

Notice is hereby given that the City of Escondido, a California municipal corporation (“City”), is accepting proposals from qualified consulting firms to conduct a comprehensive classification and compensation study and analysis for all full-time job classifications.

Prospective consultants must submit one original unbound proposal and four complete bound copies of the proposal **no later than 5 p.m. on May 24, 2021** (“Submission Deadline”). Any proposals received after the Submission Deadline will not be accepted. Proposals must be in a sealed envelope or package clearly labeled “RFP No. 21-06 - Classification and Compensation Study and Analysis”. Proposals must be mailed or hand delivered to:

City of Escondido
Human Resources Department
Attn: Jennifer Fontaine
201 N. Broadway
Escondido, CA 92025

There will be **no public opening of the proposals**. Proposals will be treated as confidential until the contract is awarded or recommended for award.

Questions or comments concerning this RFP must be submitted via e-mail to Jennifer Fontaine, Senior Human Resources Analyst, at jfontaine@escondido.org, no later than 5 p.m. on April 26, 2021 (“Questions Deadline”). Any questions or comments regarding this RFP received after the Questions Deadline will be disregarded. Emails concerning this RFP should state the following in the subject line: “RFP No. 21-06 - Classification and Compensation Study and Analysis.” Any communication regarding or relating to this RFP with any City employee or official other than the Senior Human Resources Analyst is strictly prohibited. A summary of questions from prospective Consultants and City responses will be posted on the City’s website at <https://www.escondido.org/purchasing> by 5 p.m. on May 7, 2021.

Each proposal shall be in accordance with specifications, instructions, and information contained in this RFP. The City reserves the right to reject any or all proposals for any reason it deems necessary, to waive defects or irregularities in any proposal, and to accept the proposal deemed the most advantageous to the City. This RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of a response to this request.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Fontaine".

Jennifer Fontaine
Senior Human Resources Analyst



**REQUEST FOR PROPOSALS No.21-06
CLASS AND COMPENSATION STUDY**

SUBMISSION DEADLINE: 5 P.M. ON MAY 24, 2021

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SECTION I: Schedule

Activity	Date
RFP Released	Monday, April 12, 2021
Question Submittal Due	By 5 p.m. on Monday, April 26, 2021
Response to Questions Released	By 5 p.m. on Friday, May 7, 2021
RFP Response and Proposal Due	By 5 p.m. on Monday, May 24, 2021
Staff Review of Proposals	Friday, June 4, 2021
Notification of Interviews	Monday, June 7, 2021
Interview Panel Meet and Confirm Interview Details, Format, Roles, etc.	Tuesday, June 29, 2021
Consultant Presentations/Interviews	Wednesday, July 7, 2021 and Thursday, July 8, 2021

SECTION II: Project Objective

The City of Escondido (“City”) is seeking proposals from interested, highly qualified, and experienced consulting firms to design and conduct a CityWide, comprehensive classification and compensation study and analysis (the “Project”). The classifications represented by Police and Fire Associations, as well as part-time, temporary classifications, will be excluded from the Project. However, both Police and Fire Management employees will be included.

SECTION III: Introduction/Background

The City of Escondido is located in north San Diego County, approximately 30 miles north of the City of San Diego, California. Escondido is an established community incorporated on October 8, 1888 under the general laws of the State of California. The City's current population is 152,245. The City of Escondido is a full-service city that operates under a City Council/City Manager form of government. The City is organized into the following operating departments: City Attorney, City Clerk, City Manager, City Treasurer, Community Development, Communications & Community Services, Engineering Services, Finance, Fire, Human Resources, Information Systems, Police, Public Works, and Utilities. The City employs approximately 750 full-time and 200 part-time employees and has approximately 235 classifications. In addition to Unclassified/Management and Unclassified Clerical/Technical positions, the City employees are represented by six bargaining units:

- Escondido Police Officers Association Sworn Personnel
- Escondido Police Officers Association Non-Sworn Bargaining Unit
- Escondido Firefighters Association Safety Personnel and Non-Safety Personnel
- Escondido City Employees' Association Administrative Clerical and Engineering Bargaining Unit
- Escondido City Employees' Association Supervisory Bargaining Unit
- City of Escondido Maintenance and Operations Bargaining Unit Teamsters Local 911

The labor relations within the City are organized and function in accordance with the Meyers-Milias-Brown Act.

The last classification and compensation study was conducted by Johnson & Associates in various phases between 2000-2004. Since that time, the classification structure for the City has been maintained in-house on an "as needed" basis to add, modify, and delete classifications due to retirements, departmental reorganizations, and technological advancements. Staff has maintained and retained the compensation plan through compensation analyses conducted periodically on various benchmarked positions, drawing both internal and external market comparison, and through job reclassifications and new classification development.

SECTION IV: Scope of Work

The scope of work submitted with each proposal must include, but is not limited to, the Project tasks described in this Section IV. If a prospective Consultant feels additional tasks are warranted for the Project, the additional tasks must be clearly identified in the proposal.

Conduct a comprehensive classification and compensation review that includes a unique set of deliverables, outlined below, for each of the two groups: 1) Unclassified Management jobs and 2) Non-Management jobs. The list of jobs is attached to this RFP as Exhibit 1 and incorporated herein by this reference.

Task 1 – Classification review

1. A recommended definition of job families within each group and recommendation of the job within each job family to use as a benchmark for market comparisons.
2. Accurate and up-to-date classification specifications for all positions included in the study.
3. Job information questionnaires, interview notes, and job analysis, evaluation and allocation documentation for each position.
4. Written report documenting study process, methodologies used, meetings, and other communications with management, Human Resources staff, and employees.
5. Written preliminary and final reports containing findings, recommendations and reasons supporting the recommendations for classification structure, allocations of position, employee appeals and resolutions, benchmark positions, survey agencies.
6. Written report recommending the process and methodology to be used in the future to maintain the classification structure and evaluating new or revised job classifications.

Task 2 – Compensation review

1. A recommendation regarding revisions to the markets we currently use when analyzing our compensation competitiveness and the reasons for the recommended changes. The market should only include public sector employers.
2. Compensation analysis to include the items listed below:
 - a. Salary data from our current market and the recommended market.
 - b. Recommended pay range movement to reach a City-specified percentile in both the current and recommended market. The results shall be shown in four separate scenarios as follows:
 - i. Management Jobs – Current Market
 - ii. Management Jobs – Recommended Market
 - iii. Non-Management Jobs – Current Market
 - iv. Non-Management Jobs – Recommended Market
3. A recommendation on pay range structure for Management Jobs only (e.g., use individual pay ranges for each job or group jobs together in broad ranges).
 - a. Provide the City with an Excel workbook file (the “File”) that includes all data and analyses. The City shall be able to edit and update the File for the specified percentile mentioned in 2b above and automatically update all analyses/recommendations.
4. Recommendations for pay range movement for each benchmark job based on the compensation analysis. Include data tables for each benchmark job, including the City’s

relative position (rank and percentile) in the market in terms of salary and total compensation, both before and after recommended pay range movement. Total compensation will be defined by the City and may include specialty pays that employees receive in addition to base salary, car allowance, employer contributions to health insurance, deferred compensation accounts, retiree health savings accounts and amounts employees pay toward the employer cost for retirement (e.g. CalPERS cost sharing). City staff will gather market data for these non-salary items. The File created by the Consultant must include this additional data and provide total compensation analysis.

5. Recommendations of 1) where, on the salary schedule, to place non-benchmark jobs and 2) to which benchmark job should the non-benchmark job be linked in order to determine future pay range movement for the non-benchmark job.
6. A separate analysis identifying the impact of recommended range movement on internal compaction, i.e., the relationship between a supervisor's job and their direct report's job, and recommendations for preventing compaction.
7. Recommended method of determining employee salary increases based on the recommended pay range movement. For example, if each pay range moves by a different amount, what is the best practice to determine how much to move each employee's salary?
8. Written preliminary and final reports containing findings, recommendations and reasons supporting the recommendations for salary structure, allocations of position, employee appeals and resolutions, survey agencies, internal compensation relationships, salary differentials within a job series and supervisor levels.

SECTION V: Proposal Requirements

Prospective Consultants are responsible for preparing an effective, clear, and concise proposal. The proposal shall demonstrate the qualifications, competence, and capacity of the prospective Consultant to provide the services described in, and in conformity with, the requirements of this RFP.

By submitting a proposal in response to this RFP, the prospective Consultant is certifying it takes no exceptions to the RFP and will accept the City's terms and conditions. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal.

To be considered responsive, proposals must contain the following information:

- Description of the firm, including size, locations, number of years in business, primary services provided, financial solvency;
- Summary of five similar studies conducted for public agencies during the past five years. Include names and phone numbers of a contact person at the client agency for reference checking purposes;
- Resumes of experience and education for all staff to be assigned to this Project, specifically identifying public sector experience;
- Detailed Project work plan including a step-by-step study process, itemization of tasks performed, an estimated number of hours, timeline for completing each step, and overall completion timeline for the Project;
- A list detailing each member of Consultant's team anticipated to be involved in the Project, including the following information for each identified member: (1) hourly rate, (2) estimated number of hours to perform Project work, and (3) description of assigned Project tasks;
- Complete description of job analysis, job evaluation, classification and compensation methodology to be used;
- A statement indicating any information you may require from City staff and any other City staff assistance that may be needed;
- Description, if applicable, of how City support staff and services are expected to be used in the Project or how they could be used to reduce the cost of the study.

SECTION VI: Section/Award Criteria

The Project will be awarded to the most responsive and responsible Consultant whose proposal conforms to the requirements of this RFP and is considered to be in the best interest of the City. The following evaluation factors will also be considered when reviewing the proposals:

- Consultant's demonstrated expertise in classification and compensation studies on behalf of clients similar to the City;
- Consultant's availability and accessibility to work within the proposed schedule;
- Experience and professional credentials of those persons who will be assigned to this Project and conducting the study;
- Consultant's time frame in which the Project can be completed;
- Rates and other costs;
- Consultant's conceptual approach and process related to customer service, how the Project will be managed, and ability to work effectively with City staff.

The City will act as the sole judge of information submitted in response to this RFP. The City reserves the right to: (1) request additional information or clarification of any submitted information, (2) cancel or amend this RFP, including the proposal evaluation process, at any time, and (3) not enter into any contract resulting from this RFP and issue similar solicitations in the future.

The Consultant awarded the Project ("Consultant") shall enter into a consulting services agreement in substantially the same form as the City's standard Consulting Agreement, which is attached to this RFP as Exhibit 2 and incorporated herein by this reference. Consultant shall enter into the consulting services agreement within 30 days of the City's notice of award of the Project.

The Consultant's proposal submitted in response to this RFP will become part of the consulting services agreement. Any proposed waiver, or change to Exhibit 2 must be clearly identified in Consultant's proposal. Any terms of a submitted proposal that seek to alter or effect the indemnification, insurance, or licensing requirements of this RFP or Exhibit 2 are not permitted. All contracts, and any addenda thereto, shall be subject to the City's sole discretion and approval. The requirements and service standards of this RFP and the responses of the Consultant will be incorporated by reference into the resulting agreement regarding the Project.

Oral Presentations:

Prior to contract award, the City may require Consultant to present its proposal to the selection committee at no additional cost to the City.

SECTION VII: General Terms and Conditions

1. Public Information

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal in response to this RFP indicates the prospective Consultant's acceptance of all terms and conditions contained in this RFP, including Exhibits 1 and 2, unless clearly and specifically stated otherwise.

2. Confidential Information

Any information deemed confidential or proprietary should be clearly identified by the Consultant as such. Information identified as confidential or proprietary will be protected and treated with confidentiality to the extent permitted by applicable local, state, and federal law.

3. Addendums

The City reserves the right to amend, alter, or revoke this RFP at any time. Any modifications, clarification, or additions will be distributed via email as an addendum.

4. Proposal Preparation Cost

The City is not obligated to reimburse any Consultant for expenses incurred in preparing proposals in response to this RFP. All Consultants shall bear their own costs, fees, and expenses incurred in preparing proposals in response to this RFP.

5. Withdrawal of Proposal

A Consultant may modify or withdraw their proposal, either personally or by written request via email, at any time prior to the Submission Deadline. Such requests should be directed to the Senior Human Resources Analyst.

6. Inaccuracies or Misinterpretations

Subject to the City's sole discretion, the City may terminate a prospective Consultant from the RFP process or terminate any agreement with the Consultant if the City determines that said Consultant has: (1) made a material misstatement, (2) made a material misrepresentation, or (3) provided materially inaccurate information.

7. Optional Items

Prospective Consultants may elect to provide recommendations and pricing for optional items. Pricing for optional items shall not be included in the minimum requirements pricing.

8. Business License

The Consultant awarded the Project shall be required to obtain a City of Escondido Business License pursuant to the terms of Exhibit 2.

9. Signature

All proposals shall be signed in the name of the prospective Consultant and shall bear the original signature in longhand of the persons duly authorized to sign the proposal. Obligations assumed by such signature shall be fulfilled.

10. Right to Reject Proposal

The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The

City is not obligated to explain or justify its selection or rejection of any Consultant. All proposals submitted in response to this RFP shall immediately become property of the City.

11. Right to Conduct Personal Interviews

The City reserves the right to conduct personal interviews or require oral presentations of any or all prospective Consultants prior to selection.

12. Right to Request Additional Information

The Consultant shall furnish additional information as the City may reasonably require. The City reserves the right to investigate the qualifications of prospective Consultants as it deems appropriate.

13. Right to Determine Financial Responsibility and Viability

The City reserves the right to request information pertaining to the financial stability of a prospective Consultant to allow an appraisal of a prospective Consultant's current financial condition.

14. Understanding the Services to be Performed

By submitting a proposal in response to this RFP, each prospective Consultant certifies that they have fully read and understand this RFP and have full knowledge of the scope, nature, quantity, and quality of services to be performed. Each prospective Consultant understands that, if awarded the Project, they will be required to enter into a written contract in substantially the same form as Exhibit 2.

15. Award of Contract

Proposals submitted in response to this RFP will be analyzed and the Project awarded to the responsible Consultant whose proposal conforms to this RFP and is considered to be the most advantageous to the City, taking into consideration not just the proposal price, but also the evaluation criteria set forth in this RFP. If the Consultant does not execute a contract in substantially the same form as Exhibit 2 within 30 days after notification of award, the City may, subject to its sole discretion, (1) give notice to the Consultant of the City's intent to select from the remaining Consultants or (2) issue a new RFP for the Project.

16. Contract Funding

City's funding of any agreement resulting from this RFP shall be on a fiscal year basis and is subject to annual appropriations. Consultant acknowledges that the City is a municipal corporation, is precluded by the State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this RFP shall constitute an obligation of future legislative bodies of the City or State to appropriate funds for any agreement resulting from this RFP. Accordingly, the Consultant acknowledges and agrees that the funding for any agreement resulting from this RFP are contingent upon appropriation of funds.

17. City Provisions to Prevail

The terms of this RFP and the terms of any agreement resulting from this RFP shall govern the Project. Any standard terms and conditions of the Consultant shall not be acceptable to the City unless expressly agreed to by the City by separate document. The City reserves the right to reject a proposal containing unacceptable conditions as non-responsive as a condition of evaluation or award of the proposal.

18. Equal Employment Opportunity

The Consultant awarded the project shall comply with all equal employment opportunity provisions of federal, state, and local non-discrimination laws, orders, regulations and guidelines as may be applicable to the Consultant and be in effect during the performance of any agreement resulting from this RFP.

19. Consulting Services Agreement

Consultants submitting a proposal shall be prepared to use the City's standard contract form (Exhibit 2) rather than its own contract form. Services may not commence until the Consulting Service Agreement for the Project is executed.

20. Consultant's Invoices

Invoices shall be prepared and submitted in duplicate to City of Escondido, Accounts Payable Division, located at 201 N. Broadway, Escondido, CA 92025. Separate invoices are required for each purchase order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, units of measure, quantities, unit prices and extended totals. Invoices should include all applicable sales or other taxes, and shall be remitted to appropriate agencies on the City's behalf. All payments made pursuant to this contract are not assignable and shall only be made payable to the seller.

21. Payment Terms

The City's payment terms are Net 30 days from date of invoice. No pre-payment or partial up front down payment will be made for any services. The time period allowed for payment, as indicated on the face hereof or offered by quote or bid, shall commence upon receipt of Vendor's invoice or upon receipt of the goods or services, whichever is later.

22. Insurance Requirements

The Consultant must have insurance in accordance with the requirements listed in Exhibit 2.

23. Public Agency Clause

It is intended that other public agencies (e.g., city districts, public authorities, municipal utilities, public school districts and other political subdivisions or public corporations of California) shall have the option to participate in any award made as a result of this solicitation. The City shall incur no financial responsibility for their order placement and payments to the Consultant. This option shall not be considered in proposal evaluation. State whether said option is granted:

YES

NO

EXHIBIT 1: UNCLASSIFIED MANAGEMENT AND NON-MANAGEMENT POSITIONS

Unclassified Management Jobs

Accountant I/II	Dir of Eng Svcs/City Eng	Sr Human Resources Analyst
Applications Development Mgr	Dir of Finance	Sr Network Systems Engineer
Asst City Attorney	Dir of Human Resources	Sr Planner
Asst City Clerk	Dir of Info Systems	Tourism & Marketing Administra
Asst City Engineer	Dir of Public Works	Utilities Analyst
Asst City Manager	Director of Utilities	Utilities Constr Proj Mgr
Asst Dir of Community Svcs	Emer/Disaster Preparedness Mgr	Utilities Maintenance Supt
Asst Dir of Finance	Environmental Prog Mgr/Util	Wastewater Operations Supt
Bldg Maintenance Supt	Finance Manager	Water Distribution Supt
Bldg Official	Fire Admin Services Manager	Water Treatment Plant Supt
Budget Manager	Fire Battalion Chief	
Canal Superintendent	Fire Chief	
Chief of Police	Fire Division Chief	
City Attorney	Fire Marshal	
City Clerk	Fleet Maint Superintendent	
City Manager	Geographic Information Sys Mgr	
City Planner	Housing & Neigh Svcs Manager	
Code Enforcement Manager	Human Resources Analyst I/II	
Communications Mgr	Human Resources Manager	
Communications Officer	Insurance Manager	
Community Services Manager	Laboratory Superintendent	
Crime Analyst	Lakes & Open Space Supt.	
Dep Building Official	Management Analyst I/II	
Dep City Attorney I/II	Network Manager	
Dep City Manager	Police Business Mgr	
Dep Dir of Communications	Police Captain	
Dep Dir Of Community Svcs	Police Lieutenant	
Dep Dir of Economic Dev	Police Services Analyst	
Dep Dir of Information Systems	Principal Engineer	
Dep Dir of Pub Wks/Maintenance	Principal Planner	
Dep Dir of Util/Const & Eng	Program Administrator	
Dep Dir of Util/Wastewater	Pub Safety Communications Mgr	
Dep Dir of Util/Water	Public Safety Systems Manager	
Dep Fire Chief	Public Works Superintendent	
Deputy City Mgr/Dir of CCS	Real Property Manager	
Deputy City Mgr/Dir of IS	Revenue Manager	
Deputy City Mgr/Dir of Util	Sr Accountant	
Design & Construction Proj Mgr	Sr Crime Analyst	
Dir of Comm & Community Svcs	Sr Deputy City Attorney	
Dir of Community Development	Sr Engineer	

Non-Management Jobs

Account Clerk I/II	Emer Medical Svs Program Coord
Accounting Assistant I/II	Engineer I/II
Administrative Aide	Engineering Technician I/II
Administrative Assistant	Environmental Comp Insp I/II
Administrative Coordinator	Environmental Comp Supervisor
Associate Chemist	Environmental Prog Specialist
Associate Engineer	Equipment Mechanic I/II
Associate Planner	Executive Assistant-City Atty
Asst Canal Superintendent	Executive Assistant-City Mgr
Asst Env Programs Specialist	Executive Asst-Chief of Police
Asst Planner I/II	Executive Office Coordinator
Bldg Inspector I/II	Executive Office Specialist
Bldg Maintenance Supervisor	Facilities Project Coordinator
Business Analyst I/II	Field Engineering Inspector I/II
Buyer	Field Engineering Supervisor
Canal Assistant I/II	Fire Prevention Specialist I/II
Code Enforcement Asst I/II	Forensic Services Supervisor
Code Enforcement Officer I/II	GIS Analyst I/II
Collections Officer	GIS Technician I/II
Community Service Officer	Graphics Technician I/I
Control Systems Analyst	Human Resources Coordinator
Control Systems Tech Supv	Human Resources Technician I/II
Control Systems Technician I/II/III	HVAC Technician
Criminal Intelligence Analyst	Lab Quality Assurance Officer
Criminal Intelligence Sup	Laboratory Assistant
Cross Connection Technician I/II	Laboratory Technician I/II
Custodial Supervisor	Lakes & Open Space Supervisor
Custodian I/II	Latent Print & Evid Specialist
Customer Service Rep I/II	Latent Print Specialist
Customer Service Rep I/II - PD	Lead Maintenance Technician
Dep Fire Marshal	Lead Mechanic
Department Aide	Lead Ranger Specialist
Department Assistant	Legal Assistant
Deputy City Clerk	Legal Specialist
Development Technician I/II	Maintenance & Oper Coordinator
Digital Media Coord	Maintenance Scheduler
Digital Media Technician	Maintenance Supervisor
Division Coordinator	Maintenance Technician I/II
Electrician	Meter Reader Supervisor
Electrician Assistant	Network Administrator I/II
Network Systems Engineer	Sr Property & Evidence Tech
Network Systems Technician I/II/III	Sr Safety Analyst

Park Ranger I/II	Sr Wastewater Coll Supervisor
Payroll Analyst	Sr Wastewater Coll Technician
Payroll Technician I/II	Sr Wastewater Trtmt Plant Oper
Plant Systems Tech Supervisor	Sr Water Distribution Sup
Plant Systems Technician I/II	Sr Water Distribution Tech
Police Projects Specialist	Sr Water Trtmt Plant Oper
Police Records Supervisor	Supervising Chemist
Police Records Technician	Supervisor I (Comm Svcs)
Police Training Coordinator	Supervisor II/III (Comm Svcs)
Program Assistant	Systems Analyst I/II
Program Coordinator	Telecommunications Specialist
Programmer Analyst I/II	Utilities Construction Coord
Property & Evidence Supervisor	Wastewater Collections Tech I/II
Property & Evidence Tech I/II	Wastewater Trmt Plnt Op Superv
Public Safety Dispatcher I/II	Wastewater Trtmt Plant OIT
Public Safety Shift Supervisor	Wastewater Trtmt Plt Oper I/II/III
Public Safety Systems Analyst	Water Distribution Tech I/II
Publications Coordinator I/II	Water Meter Reader
Purchasing Supervisor	Water Service Representative
Purchasing/Inventory Control	Water Treatment Plant OIT
Recreation Coord - Aquatics	Water Treatment Plant Op Sup
Recreation Coord - Tiny Tots	Water Treatment Plant Oper I/II/III
Recreation Coordinator	Web Design Technician I/II
Risk & Safety Coordinator	
Safety Trainer	
Sr Account Clerk	
Sr Accounting Assistant	
Sr Building Inspector	
Sr Code Enforcement Officer	
Sr Cross Connection Technician	
Sr Customer Service Rep	
Sr Environmental Com Inspector	
Sr Environmental Prog Spec	
Sr Graphics Technician	
Sr Industrial Waste Inspector	
Sr Legal Assistant	
Sr Maintenance Technician	
Sr Plant Systems Technician	



CITY OF ESCONDIDO
CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made and entered into as of this ____ day of _____, 2021 ("Effective Date"),

Between: CITY OF ESCONDIDO
a California municipal corporation
201 N. Broadway
Escondido, CA 92025
Attn: [name of primary City staff contact]
760-xxx-xxxx
("CITY")

And: [Name]
[Entity Type: e.g., "a California corporation"]
[Street address]
[City, state, zip code]
Attn: [name of contact]
[Telephone number]
("CONSULTANT").

(The CITY and CONSULTANT each may be referred to herein as a "Party" and collectively as the "Parties.")

WHEREAS, the CITY has determined that it is in the CITY's best interest to retain the professional services of a consultant to [insert brief description of what CONSULTANT will do];

WHEREAS, CONSULTANT is considered competent to perform the necessary professional services for the CITY; and

WHEREAS, the CITY and CONSULTANT desire to enter into this Agreement for the performance of the Services described herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms, and conditions set forth herein, and the mutual benefits derived therefrom, the Parties hereby agree as follows:

- 1. Description of Services. CONSULTANT shall furnish all of the Services described in the Scope of Work, which is attached to this Agreement as Attachment "A" and incorporated herein by this reference ("Services").
2. Compensation. In exchange for CONSULTANT's completion of the Services, the CITY shall pay, and CONSULTANT shall accept in full, an amount not to exceed the sum of \$Dollar Amount.

CONSULTANT shall be compensated only for performance of the Services described in this Agreement. No compensation shall be provided for any other work or services without the CITY's prior written consent.

3. Performance. CONSULTANT shall faithfully perform the Services in a proficient manner, to the satisfaction of the CITY, and in accord with the terms of this Agreement. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all reports and other information furnished by CONSULTANT pursuant to this Agreement, except that CONSULTANT shall not be responsible for the accuracy of information supplied by the CITY.
4. Personnel. The performance of the Services by certain professionals is significant to the CITY. As such, CONSULTANT shall only assign the persons listed on Attachment "B", attached to this Agreement and incorporated herein by this reference ("Personnel List"), to perform the Services. CONSULTANT shall not add or remove persons from the Personnel List without the City's prior written consent. If CONSULTANT has not designated a person to perform a component of the Services, CONSULTANT shall not assign such component of the Services to a person without obtaining the City's prior written consent. CONSULTANT shall not subcontract any component of the Services without obtaining the City's prior written consent.
5. Termination. The Parties may mutually terminate this Agreement through a writing signed by both Parties. The CITY may terminate this Agreement for any reason upon providing CONSULTANT with 10 days' advance written notice. CONSULTANT agrees to cease all work under this Agreement on or before the effective date of any notice of termination. If the CITY terminates this Agreement due to no fault or failure of performance by CONSULTANT, then CONSULTANT shall be compensated based on the work satisfactorily performed at the time of such termination. In no event shall CONSULTANT be entitled to receive more than the amount that would be paid to CONSULTANT for the full performance of the Services.
6. City Property. All original documents, drawings, electronic media, and other materials prepared by CONSULTANT pursuant to this Agreement immediately become the exclusive property of the CITY, and shall not be used by CONSULTANT for any other purpose without the CITY's prior written consent.
7. Insurance Requirements.
 - a. CONSULTANT shall procure and maintain, at its own cost, during the entire term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Services, and the results of such work, by CONSULTANT, its agents, representatives, employees, or subcontractors. Insurance coverage shall be at least as broad as the following:
 - (1) *Commercial General Liability.* Insurance Services Office ("ISO") Form CG 00 01 covering Commercial General Liability 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 and \$4,000,000 general aggregate.
 - (2) *Automobile Liability.* ISO Form CA 00 01 covering any auto (Code 1), or if CONSULTANT has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage, unless waived by the CITY and approved in writing by the CITY's Risk and Safety Division.
 - (3) *Workers' Compensation.* Worker's Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.

- (4) *Professional Liability (Errors and Omissions)*. Professional Liability (Errors and Omissions) appropriate to CONSULTANT's profession, with limits no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.
 - (5) If CONSULTANT maintains broader coverage and/or higher limits than the minimums otherwise required by this Agreement, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONSULTANT.
- b. Each insurance policy required by this Agreement must be acceptable to the City Attorney and shall meet the following requirements:
- (1) *Acceptability of Insurers*. Insurance coverage must be provided by an insurer authorized to conduct business in the state of California with a current A.M. Best's rating of no less than A-:VII, or as approved by the CITY.
 - (2) *Additional Insured Status*. Both the Commercial General Liability and the Automobile Liability policies must name the CITY (including its officials, officers, agents, employees, and volunteers) specifically as an additional insured under the policy on a separate endorsement page. The Commercial General Liability additional insured endorsement shall be at least as broad as ISO Form CG 20 10 11 85, or if not available, through the addition of *both* CG 20 10, CG 20 26, CG 20 33, or CG 20 38, *and* CG 20 37 if a later edition is used. The Automobile Liability endorsement shall be at least as broad as ISO Form CA 20 01.
 - (3) *Primary Coverage*. CONSULTANT's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the CITY, its officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, officers, agents, employees, or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
 - (4) *Notice of Cancellation*. Each insurance policy shall provide that coverage shall not be canceled, except with prior written notice to the CITY.
 - (5) *Subcontractors*. If applicable, CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated within this Agreement, and CONSULTANT shall ensure that the CITY (including its officials, officers, agents, employees, and volunteers) is an additional insured on any insurance required from a subcontractor.
 - (6) *Waiver of Subrogation*. CONSULTANT hereby grants to the CITY a waiver of any right to subrogation that any insurer of CONSULTANT may acquire against the CITY 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 subsection shall apply regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer. Any Workers' Compensation policy required by this Agreement shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the CONSULTANT, its agents, representatives, employees, and subcontractors.
 - (7) *Self-Insurance*. CONSULTANT may, with the CITY's prior written consent, fulfill some or all of the insurance requirements contained in this Agreement under a plan of self-insurance. CONSULTANT shall only be permitted to utilize such self-insurance if, in the opinion of the CITY, CONSULTANT's (i) net worth and (ii) reserves for payment of claims of liability against CONSULTANT are sufficient to adequately compensate for the lack of other insurance coverage required by this Agreement. CONSULTANT's utilization of self-insurance shall not in any way limit the liabilities assumed by CONSULTANT pursuant to this Agreement.

(8) *Self-Insured Retentions.* Self-insured retentions must be declared to and approved by the CITY.

- c. *Verification of Coverage.* At the time CONSULTANT executes this Agreement, CONSULTANT shall provide the CITY with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting the insurance coverage required by this Agreement), which shall meet all requirements under this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this Agreement, at any time.
- d. *Special Risks or Circumstances.* The CITY reserves the right, at any point during the term of this Agreement, to modify the insurance requirements in this Agreement, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- e. *No Limitation of Obligations.* The insurance requirements in this Agreement, including the types and limits of insurance coverage CONSULTANT must maintain, and any approval of such insurance by the CITY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including but not limited to any provisions in this Agreement concerning indemnification.
- f. Failure to comply with any of the insurance requirements in this Agreement, including, but not limited to, a lapse in any required insurance coverage during the term of this Agreement, shall be a material breach of this Agreement. In the event that CONSULTANT fails to comply with any such insurance requirements in this Agreement, in addition to any other remedies the CITY may have, the CITY may, at its sole option, (i) immediately terminate this Agreement; or (ii) order CONSULTANT to stop work under this Agreement and/or withhold any payment that becomes due to CONSULTANT until CONSULTANT demonstrates compliance with the insurance requirements in this Agreement.

8. Indemnification, Duty to Defend, and Hold Harmless.

- a. [Please use this subsection (and delete subsections b and c, below) if this is a **NON-CONSTRUCTION** contract and *is not* regarding a **DESIGN PROFESSIONAL** (see subsection c for types of **DESIGN PROFESSIONALS**)] CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the sole negligence or willful misconduct of the CITY.
- b. [Please use this subsection (and delete subsections a and c) if this is a **CONSTRUCTION** contract and *is not* regarding a **DESIGN PROFESSIONAL**] CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply

with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

- c. [Please use this subsection (and delete subsections a and b, above) if this is a contract regarding a **DESIGN PROFESSIONAL** (Types of DESIGN PROFESSIONALS include: licensed architect, landscape architect, professional engineer, professional land surveyor)] CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all claims, demands, actions, causes of action, proceedings (including but not limited to legal and administrative proceedings of any kind), suits, fines, penalties, judgments, orders, levies, costs, expenses, liabilities, losses, damages, or injuries, in law or equity, including without limitation the payment of all consequential damages and attorney's fees and other related litigation costs and expenses (collectively, "Claims"), of every nature caused by, arising out of, or in connection with CONSULTANT's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY, and only to the extent such Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT. Further, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault.
 - d. CONSULTANT (including CONSULTANT's agents, employees, and subcontractors, if any) shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers from and against any and all Claims caused by, arising under, or resulting from any violation, or claim of violation, of the San Diego Municipal Storm Water Permit (Order No. R9-2013-0001, as amended) of the California Regional Water Quality Control Board, Region 9, San Diego, that the CITY might suffer, incur, or become subject to by reason of, or occurring as a result of, or allegedly caused by, any work performed pursuant to this Agreement.
 - e. All terms and provisions within this Section 8 shall survive the termination of this Agreement.
9. Anti-Assignment Clause. Because the CITY has relied on the particular skills of CONSULTANT in entering into this Agreement, CONSULTANT shall not assign, delegate, subcontract, or otherwise transfer any duty or right under this Agreement, including as to any portion of the Services, without the CITY's prior written consent. Any purported assignment, delegation, subcontract, or other transfer made without the CITY's consent shall be void and ineffective. Unless CONSULTANT assigns this entire Agreement, including all rights and duties herein, to a third party with the CITY's prior written consent, CONSULTANT shall be the sole payee under this Agreement. Any and all payments made pursuant to the terms of this Agreement are otherwise not assignable.
 10. Attorney's Fees and Costs. In any action to enforce the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs.
 11. Independent Contractor. CONSULTANT is an independent contractor, and no agency or employment relationship is created by the execution of this Agreement.
 12. Amendment. This Agreement shall not be amended except in a writing signed by the CITY and CONSULTANT.
 13. Merger Clause. This Agreement, together with its attachments or other documents described or incorporated herein, if any, constitutes the entire agreement and understanding of the CITY and CONSULTANT concerning the subject of this Agreement and supersedes and replaces all prior negotiations, understandings, or proposed agreements, written or oral, except as otherwise provided herein. In the event of any conflict between the provisions of this Agreement and any of its attachments or related documents, if any, the provisions of this Agreement shall prevail.

14. Anti-Waiver Clause. None of the provisions of this Agreement shall be waived by the CITY because of previous failure to insist upon strict performance, nor shall any provision be waived because any other provision has been waived by the CITY, in whole or in part.
15. Severability. This Agreement shall be performed and shall be enforceable to the full extent allowed by applicable law, and the illegality, invalidity, waiver, or unenforceability of any provision of this Agreement shall not affect the legality, validity, applicability, or enforceability of the remaining provisions of this Agreement.
16. Governing Law. This Agreement and all rights and obligations arising out of it shall be construed in accordance with the laws of the State of California. Venue for any action arising from this Agreement shall be conducted only in the state or federal courts of San Diego County, California.
17. Counterparts. This Agreement may be executed on separate counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic means, including an attachment to an email, shall be effective as delivery of an executed original. The Agreement on file with the City is the copy of the Agreement that shall take precedence if any differences exist between or among copies or counterparts of the Agreement.
18. Provisions Cumulative. The foregoing provisions are cumulative to, in addition to, and not in limitation of any other rights or remedies available to the CITY.
19. Notice. Any statements, communications, or notices to be provided pursuant to this Agreement shall be sent to the attention of the persons indicated herein, and the CITY and CONSULTANT shall promptly provide the other Party with notice of any changes to such contact information.
20. Business License. CONSULTANT shall obtain a City of Escondido Business License prior to execution of this Agreement and shall maintain such Business License throughout the term of this Agreement.
21. Compliance with Laws, Permits, and Licenses. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements in effect during the term of this Agreement. CONSULTANT shall obtain any and all permits, licenses, and other authorizations necessary to perform the Services. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
22. Prevailing Wages. If applicable, pursuant to California Labor Code section 1770 et seq., CONSULTANT agrees that a prevailing rate and scale of wages, in accordance with applicable laws, shall be paid in performing this Agreement. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local laws, statutes, codes, ordinances, regulations, rules, and other legal requirements pertaining to the payment of prevailing wages. The prevailing rate and scale to be paid shall be the same as the applicable "General Prevailing Wage Determination" approved by the Department of Industrial Relations as of the Effective Date of this Agreement, which are available online at <http://www.dir.ca.gov/oprl/dprevagedetermination.htm> and incorporated into this Agreement by this reference. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.
23. [Please *keep* this section for **PUBLIC WORKS PROJECTS** that are either (1) for new construction, alteration, installation, demolition, or repair and valued at more than \$25,000, or (2) for maintenance

and valued at more than \$15,000 (see Labor Code § 1720). Delete this Section 23 if it does not apply.] Department of Industrial Relations Compliance. This public project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. CONSULTANT shall post all job site notices required by regulation. CONSULTANT, as well as any subcontractors, shall be registered pursuant to California Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any public works contract subject to the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code. Neither the CITY, nor any elected or appointed boards, officers, officials, employees, or agents of the CITY, shall be liable, at law or in equity, as a result of any failure of CONSULTANT to comply with this section.

24. Immigration Reform and Control Act of 1986. CONSULTANT shall keep itself informed of and shall comply with the Immigration Reform and Control Act of 1986 ("IRCA"). CONSULTANT represents and warrants that all of its employees and the employees of any subcontractor retained by CONSULTANT who perform any of the Services under this Agreement, are and will be authorized to perform the Services in full compliance with the IRCA. CONSULTANT affirms that as a licensed contractor and employer in the State of California, all new employees must produce proof of eligibility to work in the United States within the first three days of employment and that only employees legally eligible to work in the United States will perform the Services. CONSULTANT agrees to comply with the IRCA before commencing any Services, and continuously throughout the performance of the Services and the term of this Agreement.

25. Effective Date. Unless a different date is provided in this Agreement, the effective date of this Agreement shall be the latest date of execution set forth by the names of the signators below.

IN WITNESS WHEREOF, this Agreement is executed by the Parties or their duly authorized representatives as of the Effective Date:

CITY OF ESCONDIDO

Date: _____

[City Manager/Department Head/Designee Name/Title]

[CONSULTANT COMPANY NAME]

Date: _____

Signature

Name & Title (please print)

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY
MICHAEL R. MCGUINNESS, CITY ATTORNEY

BY: _____

THE CITY OF ESCONDIDO DOES NOT DISCRIMINATE AGAINST QUALIFIED PERSONS WITH DISABILITIES.