

# REQUEST FOR PROPOSAL

Professional Auditing  
Services  
For  
City of Colusa



**RESPONSES DUE BY:  
March 1st, 2023**

City of Colusa  
425 Webster Street  
Colusa, CA 95932

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**CITY OF COLUSA – RFP  
PROFESSIONAL AUDITING SERVICES**

**I. INTRODUCTION**

**A. General Information**

The City of Colusa is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending June 30, 2023, June 30, 2024, and June 30, 2025, with the option of auditing its financial statements for each of the three years subsequent fiscal years.

To be considered, proposals must be received by **5:00 PM PST. On Wednesday, March 1<sup>st</sup>, 2023** at the following address:

**CITY OF COLUSA, FINANCE DEPARTMENT  
425 WEBSTER ST  
COLUSA, CA. 95932  
ATTN: ISHRAT AZIZ-KHAN, FINANCE DIRECTOR**

All proposals must be delivered in a sealed envelope and clearly marked “Proposal for Financial Audit Services.”

Proposals submitted will be evaluated by City of Colusa staff. During the evaluation process, the City of Colusa reserves the right, where it may serve the City of Colusa’s best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the request of the City of Colusa, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Colusa reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Colusa and the firm selected.

There is no expressed or implied obligation for the City of Colusa to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. The City reserves the right without prejudice to reject any or all proposals.

**B. Term of Engagement**

It is the intent of the City to contract for the services presented herein for a term of (3) years with an option to extend up to an additional three years subject to satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm.

**II. NATURE OF SERVICES REQUIRED**

**A. Auditing Standards to be Followed**

To meet the requirements of this request for proposal, the audit shall be performed in accordance with all applicable and generally accepted auditing standards including but not limited to: the standards set forth for financial audits by the Governmental Accounting Standards Board (GASB), in the General Accounting Office’s, (GAO) Governmental Auditing Standards, the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of State and Local Governments and Non-Profit Organizations and the provisions of the Single Audit Act, as amended.

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**B. Scope of Work to be Performed**

1. In general, the auditors will perform a financial and compliance audit to determine (a) whether the combined financial statements of the City fairly present the financial position and the results of financial operations in accordance with generally accepted accounting principles, and (b) whether the City has complied with laws and regulations that may have a material effect upon the financial statements.
2. The auditor's will examine the City's internal accounting controls and accounting procedures and render written reports of their findings and recommendations to the Finance Department. The examination shall communicate to the Finance Department any reportable conditions found during the audit that can be defined as either a significant or material weakness in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statement.
3. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Finance Department.
4. Auditors shall include all funds of the City and any component units(s).
5. Auditors shall submit a report of their examination of the component units' financial statements for each such fiscal year, which shall include such component unit, general purpose and supplementary financial statements, notes to the financial statements and an opinion as to the fairness of their presentation in conformity with generally accepted accounting principles, applicable to the various funds or state the reasons for any exceptions to said principles.
6. Under the requirements of the Federal Government's program covering a single audit for all federal grant funds, auditors shall conduct an audit in accordance with the Single Audit Act Amendments of 1996 and in generally accepted auditing standards as well as generally accepted governmental auditing standards.
7. Auditors shall submit a management letter setting for the their findings and/or recommendations on those matters noted and observed during the conduct of the examination of the financial records and developed within the scope usually associated with such an examination relating to, but not limited to, (a) improvement in systems of internal control; (b) improvement in accounting system; (c) apparent noncompliance with laws, rules and regulations, and (d) any other material matter coming to the attention of the firm during the conduct of the examination.
8. As an option to the proposal, please provide a quote for (1) the preparation of the Annual Financial Transactions Reports (Cities Financial Transaction Reports, Streets, Public Financing Authority) for the City and transit to the State Controller's Office and file the report electronically with the State Controller's Office before the September 30th or due date each fiscal year.

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**C. Financial Statements to be issued / Specific Deliverables to the City of Colusa**

Following the completion of the audit of the City of Colusa the following reports and financial statements shall be issued:

<b>Reports</b>	<b>Due Date</b>	<b>Quantity</b>
Financial Statements	No later than December 15	1 Electronic 6 Bound
Single Audit Report	No later than December 15	1 Electronic 6 Bound
Management Report includes Management Letter & MD&A format	No later than December 15	1 Electronic 6 Bound
GANN Limit Review and Report	No later than December 15	1 Electronic
OPTIONAL: State Controller's Report - City Financial Transaction	No later than September 30	1 Electronic

**D. General**

Before commencement of interim field work the auditor shall schedule an entrance conference of the purpose of discussing any perceived audit issues or problems, asking and answering questions, clarifying responsibilities and developing an audit strategy. During the course of the engagement, the auditor will meet with and provide status reports to the Finance Department on a regular basis. Upon completion of the field work, and before issuing any report or management letter, the auditor shall schedule an exit conference with the City Manager, Finance Department and other City staff as deemed appropriate to discuss observations, findings and recommendations and to discuss matter to be included in the Management Letter.

**E. Working Paper Retention and Access to Work Papers**

All work papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the auditor is notified in writing by the City of Colusa of the need to reduce this retention period. At the completion of this contract, the auditor will make available all work papers and reports to the successor auditor in a timely manner.

**III. DESCRIPTION OF THE CITY OF COLUSA**

**A. Background Information**

The City of Colusa serves a population of approximately 6,383 and is located in Colusa County. The governing body is a five-member City Council composed of the Mayor and four council members all of whom are elected at-large and serve four-year terms.

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The City, organized provides a full range of municipal services including public safety (police and fire), community development, water and wastewater utilities, public works and general government. The Cities total expected personal services budget for the year ended June 30, 2023 is approximately \$3.8 million covering 38 budgeted full-time positions. The total municipal budget for the 2022-2023 fiscal year is \$13 million in revenues and \$12.80 million in expenditures covering 34 budgeted funds. The accounting and financial reporting functions of the City are centralized in the City's Finance Department.

The reporting entity of the City includes the City Council and is dependent of City staff for record keeping and financial report activities. The City of Colusa uses the following fund types and account groups in its financial reporting.

The Finance Department staff and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations. The City's Finance Department will be responsible for acting as the liaison between the audit firm and the City. Consideration must be given to the on-going tasks of the Finance Department.

The City of Colusa will provide the auditor with a reasonable workspace, access to telephone lines, photocopying, internet access, and fax machines.

The City personnel are currently responsible for compiling the general ledger and trial balance information and electronically providing this inform to the auditor. The auditor is responsible for preparing the accompanying financial statements (for report use), footnotes, the final check of the number presentation and printing of final reports.

**B. Fund Structure**

The City of Colusa uses the following fund types and account groups in its financial reporting:

Number of Individuals Funds & Accounting Groups by Entity		
Fund Type	City	Fiduciary/Trust
General Fund	2	
Enterprise Fund	2	
Special Revenue Fund	30	
Capital Project Fund	2	
Fiduciary Funds		1
Account Group	City	Fiduciary/Trust
Fixed Asset	1	
Long-Term Debt	1	

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**C. Component Units**

The City of Colusa is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board’s Codification of Governmental Accounting and Financial Reporting Standards, Section 2100. Using these criteria, component units are included in the City’s financial statements and will be audited as part of the audit of the City’s financial statements.

- ✓ Housing Community Development (CDBG & HOME) of the City of Colusa

Additionally, stand-alone reports will be required for the following:

- ✓ Single Audit

**D. Computer System**

The City's computerized systems are run on a Local Area Network (LAN). The accounting functions are maintained using the Multiple Operations Management System (MOM software). The applications operating on this system include the general ledger, accounts payable, cash management, utility billing, business license, and payroll. Accounts receivable and fixed assets are managed internally by the Finance Department.

**E. Availability of Prior Year’s Audits and Work Papers**

The City’s fiscal 2022-2023 audit was conducted by Smith & Newell LLC. Interested proposers who wish to review prior years audit reports and management letters can review this information on the City of Colusa website, or by contacting Ishrat Aziz-Khan, Finance Director at 530-458-4942 ext. 104, fdirector@cityofcolusa.com. The successful proposer will be provided access to the work papers of prior audits.

**IV. PROJECT SCHEDULE**

**A. Auditor Selection Schedule**

Request for Proposal Release	February 1st, 2023
Proposals Due	March 1st, 2023
Staff Evaluation of Proposals (Interviews Optional)	March 13-14, 2023
Notify Selected Firm	March 20, 2023
Recommendation to City Council for Contract Approval	March 21 or April 4, 2023

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B. **2023-2024 Fiscal Year Audit Schedule** (similar schedules will be developed for subsequent audits)

May – August	Interim filed work (schedule to be determined)
September	City staff is ready for auditor fieldwork
November	Auditor fieldwork completed - Auditor to meet continuously during the on-site field work process with the Finance Department to discuss preliminary audit findings and management recommendations
Early December	Adjustments to financial statements submitted to City
February	Final reports submitted to City - Prior to issuing the final report, the auditors will meet with the Finance Department with all audit reports to be addressed at the mid-year budget review.

***Please Note:** The Auditors may be consulted occasionally throughout the year as an information source. Auditors may be asked to provide guidance on implementation of Government Account Standards Board (GASB) requirements and specifics of federal and state regulations as they may affect local government accounting. In addition, the auditors may be asked to assist with the implementation of new pronouncements.*

*Additionally, the Audit partner/manager may be required to attend a City Council meeting to explain or clarify financial statements or accounting requirements.*

**V. OBLIGATIONS**

A. The **Finance Department Staff** of the City of Colusa will:

1. Prepare the final closing of the books and will provide lead schedules, general trial balance, detail transaction reports from the financial system as of June 30<sup>th</sup> of each fiscal year under contract.
2. Produce the transmittal letter and management information to MD&A.
3. Produce the confirmation letters that are mailed by the Auditors.
4. Be available during the audit to assist the auditor by providing information, documentation and explanations.

B. The **Auditor** for the City of Colusa will:

1. Prepare the Financial Statements together with Independent Auditor's Report
2. Single Audit Reports and Schedules
3. Final preparation and printing of all reports in hard copy and electronic copy.



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**VI. PROPOSAL REQUIREMENTS**

A. General Requirements

1. Clarification – Inquiries for clarification regarding the proposal process and submittals should be directed in writing. Requests for clarification may be emailed to: [fdirector@cityofcolusa.com](mailto:fdirector@cityofcolusa.com).
2. Proposal Format – To be considered, one unbound and three (3) bound copies of the proposal must be received in the order specified below. *Failure to provide all sections or the required number of copies may render your proposal as non-compliant.*
  - Title Page
  - Table of Contents
  - Transmittal Letter stating the proposers understanding of the work to be done, the firm’s commitment to adhere to the timeline in the RFP and a brief discussion of the firm’s qualifications for this work.
  - Detailed Proposal (as described in section VI B below).

**B. Proposal Information**

The purpose of the proposal is to demonstrate the qualifications, experience and capacity of the firms seeking to undertake an independent audit of the City of Colusa. The proposal should demonstrate qualifications of the firm and of the particular staff to be assigned to this engagement. The proposal should also identify the audit approach and timeline which will be followed. The proposal should also include the following information:

1. **Firm Qualification and Experience** – The proposal should include a statement that the firm and all assigned professional staff are properly licensed to practice in the State of California. The proposal should also state the size of the firm, the size of the firm’s governmental audit staff, the location of the office from which the work on this engagement will be performed and the number and nature of professional staff to be assigned to this engagement. The proposal should also include information on the results of any federal or state desk reviews or field reviews of its audits during the past three years and information on any disciplinary action taken or pending against the firm during the past three years with state regulatory bodies of professional organizations.
2. **Staff Qualifications and Experience** – Identify the principle supervisory and management staff, including engagement partners who would be assigned to this engagement. Indicate whether each person is registered or licensed to practice as a certified public accountant in California. Provide information on the government auditing experience of each person. Indicate how the quality and continuity of staff over the term of the engagement will be assured, to the extent possible. While it is understood that staff may be promoted, transferred or leave the firm, the City of Colusa retains the right to approve or reject all replacement staff assigned to this engagement.
3. **Similar Engagements with Other Governmental Agencies** – For the Firm’s office that will be assigned responsibility for this audit, please provide a list of not less than three similar sized (if possible) client references for which services similar to those outlined in this RFP are currently being provided or have been provided

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within the past three years. For each reference listed provide the name of the organization, dates for which the services are/were provided, type of service being provided (scope of work) and the name, title and telephone number of the principal client contact. The City reserves the right to contact any or all of the listed references regarding audit services performed.

4. **Audit Approach** – Submit a work plan to accomplish the scope of this engagement and identify how the time requirements identified in Section IV B will be met. The work plan should include time estimates for each significant segment of work and the staff level to be assigned as well as the expected client assistant. The proposal should identify and describe recent changes in accounting principles and pronouncements and their impact on the audit approach and the presentation, scope and disclosure of the financial report.
5. **Prepared By Client List** – The proposal should include a list of client-prepared audit schedules that the firm anticipates City staff to provide.
6. **Project Costs** – The proposal shall include a total cost proposal indentifying all pricing information relative to performing the audit engagement as described in this Request for Proposal (RFP). In addition, the total all-inclusive maximum price for each major report by fiscal year should be provided (Appendix A) as well as a schedule of professional fees and expenses that supports the total maximum-price (Appendix B).
7. **Cost for Additional Professional Services** – If it should become necessary for the City to request the auditor to provide any additional services to either supplement the services requested in this request for proposal or to perform additional work as a result of recommendations included in any report issued in this engagement, then such additional work shall be performed on if set forth in a written addendum to the contract between the City of Colusa and the auditor. Any such additional work shall be performed at the same rates set forth in the schedule of fees and expenses included in the proposal. Some examples of additional professional services include:
  - a. State controller Report – City Transactions & Street
  - b. State Controller Report – Management Decision & Analysis

**Manner of Payment – Upon completion of fiscal audit**

**VII. EVALUATION OF PROPOSAL**

A. Review of Proposals

Proposals will be reviewed and evaluated by a committee of City staff. The top firms may be invited to present their proposals to the evaluation committee in the City of Colusa, California. Based upon the proposals submitted and the firm presentations, the committee will select the proposal which best meets the City’s requirements. The City will negotiate with that firm to determine final pricing and contract form.

B. Evaluation Criteria

Evaluation considerations will include the following:

1. Responsiveness of the proposal in clearly stating the understanding of the work to be performed and in demonstrating the intention and ability to perform the work.

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2. Cost. Although a significant factor, cost will not be the primary factor in the selection of an audit firm.
3. Auditors' experience in conducting audits of similar nature, size, and complexity, and the auditor's commitment to maintaining technical expertise in the municipal financial environment.
4. Technical experience and professional qualifications of the audit team. The number of key and supervisory personnel who will directly participate in the audit will be a consideration.
5. Size and structure of the firms' office from which the audit work is to be done. The City is looking for a highly qualified team that is able to meet the due dates of the audit, and it expects that same team (wherever possible) to complete and successive year's engagement.
6. Auditors' experience in complying with applicable federal and state regulations relating to non-discrimination of an affirmative action program for equal employment opportunity.
7. Ability of the firm in providing optional service such as State Controller's Reports.

**VIII. CONTRACT**

**A. Agreement for Services**

The successful offer shall be required to enter into an Agreement of Services with the city of Colusa. The scope of work, terms and conditions, and other express requirements set forth in this RFP shall be incorporated by reference into the actual executed Agreement for Service upon award. Where there is a conflict between the terms of the Agreement and the express, stringent, or particular terms set forth in the RFP, the provision or requirement set forth in the RFP shall control.

**B. Insurance Requirements**

Selected firm must provide a certificate of endorsement naming City of Colusa as additional insured complying with insurance requirements listed in the attached Sample Agreement.

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APPENDIX A

TOTAL MAXIMUM AUDIT COST FOR THE FISCAL YEAR ENDING JUNE							
	2023	2024	2025	TOTAL	Optional Year 2026	Optional Year 2027	Optional Year 2028
City - Review and Confirm Audit & Issue Related Reports							
Management Letter & MD&A Format							
Single Audit Act Report							
State Controllers Report Optional							
GANN Limit Review & Report							
Total Maximum Cost							

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APPENDIX B

<b>SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE FISCAL YEAR ENDING JUNE 30</b>									
	No. of Hours	Hourly Rate	2023	2024	2025	TOTAL	Optional Year 2026	Optional Year 2027	Optional Year 2028
Fees:									
Partner									
Manager									
Supervisory Staff									
Clerical									
Subtotal Fees									
<b>Expenses:</b>									
Meals and Lodging									
Transportation									
Printing/Coping									
Other (specify)									
Subtotal Expenses									
<b>Total Maximum Cost</b>									

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**EXHIBIT C  
INSURANCE REQUIREMENTS  
TO  
CONSULTANT SERVICES AGREEMENT**

Consultant shall, at all times it is performing Services under this Agreement, provide and maintain insurance in the following types and with limits in conformance with the requirements set forth below. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to Consultant in excess of the limits and coverage required in this agreement and that is applicable to a given loss will be available to City.

1. Commercial General Liability ("CGL"): Commercial General Liability Insurance, occurrence form, using Insurance Services Office ("ISO") "Commercial General Liability" policy form CG 0001 or an approved equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review, but in no event shall be less than ONE MILLION DOLLARS (\$1,000,000) each occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit
  
2. Automobile Liability Business Auto Coverage on ISO Business Automobile Coverage form CA 00 01 including symbol 1 (Any Auto) or an approved equivalent. Limits are subject to review, but in no event shall be less than ONE MILLION DOLLARS (\$1,000,000) each occurrence for bodily injury and property damage. If Consultant or its employees will use personal autos in any way related to the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.
  
3. Workers' Compensation: Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employers liability insurance, with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury or disease. If Consultant is self insured, provide a Certificate of Consent to Self-Insure, signed by the Department of industrial Relations. Workers' Compensation is not required if the Consultant provides written verification that it has no employees.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf of" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by insured first. There shall be no cross-liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subconsultants or others involved in the

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performance of Services pursuant to this Agreement. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than ONE MILLION (\$1,000,000) per occurrence.

4. Professional Liability Insurance. (Required for all Licensed Consultants). Professional Liability (Errors and Omissions) insurance shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant and "Covered Professional Services" as designated in the policy must include the type of work performed under this Agreement. The policy limit shall be no less than ONE MILLION (\$1,000,000) per claim and TWO MILLION (\$2,000,000) in the aggregate.

5. Insurance procured pursuant to these requirements shall be written by insurers that are authorized to transact the relevant type of business in the State of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.

6. General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

a. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents. Consultant also agrees to require all contractors, and subcontractors to do likewise.

b. Consultant agrees to waive subrogation which any insurer or Consultant may acquire from Consultant by virtue of any payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Agency has received a waiver of subrogation endorsement from the insurer. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.

c. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.

d. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

e. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.

f. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Consultant shall not make any

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reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.

- g. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to Consultant 's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City may terminate this Agreement in accordance with the provisions of this Agreement.
- h. Certificate(s) are to reflect that the insurer will provide thirty (30) days notice to City of any cancellation of coverage. Consultant agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
- i. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self insurance available to City.
- j. Consultant agrees to ensure that subconsultants, and any other party involved with the performance of Services pursuant to this Agreement who is brought onto or involved in such Services by Consultant, provide the same minimum insurance coverage required of Consultant, provided, however, that only subconsultants performing professional service will be required to provide professional liability insurance. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the performance of Services will be submitted to City for review.
- k. Any deductibles or self-insured retention must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claims administration and defense expenses within the retention, or other coverage or solutions.
- l. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
- m. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A



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coverage binder or letter from Consultant 's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

- n. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees that any statutory immunity defenses under such laws do not apply with respect to City, its employees, officials and agents.
- o. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

**END OF DOCUMENT**