



**REQUEST FOR PROPOSAL
FOR**

City Attorney Services

CITY OF SOLVANG

RFP Issue Date: January 13, 2021

Proposal Submission Deadline: February 19,
2021

Table of Contents

Contents

1.	RFP OVERVIEW	3
1.1	Background.....	3
1.2	Purpose of RFP.....	3
1.3	City Objectives	3
1.4	Selection Process	3
1.5	RFP Schedule of Events.....	4
1.6	RFP Coordinator.....	4
1.7	RFP Amendment and Cancellation	4
1.8	Questions Pertaining to the RFP	4
1.9	Notice of Intent to Propose	5
2.	SCOPE OF WORK	5
3.	QUALIFICATIONS	6
4.	PROPOSAL SUBMISSION REQUIREMENTS	6
4.1	Proposal Submittal	6
4.2	General Instructions.....	7
4.3	Proposal Format	7
5.	PROPOSAL EVALUATION	9
6.	GENERAL REQUIREMENTS	9
6.1	Collusion	9
6.2	Gratuities	10
6.3	Required Review and Waiver of Objections by Applicant.....	10
6.4	Proposal Withdrawal	10
6.5	Proposal Errors	10
6.6	Incorrect Proposal Information	10
6.7	Proposal of Additional Services	10
6.8	Licensure.....	10
6.9	Conflict of Interest and Proposal Restrictions	11
6.10	Contract Negotiations.....	11
6.11	Right of Rejection	11
6.12	Disclosure of Proposal Contents	11
6.13	Severability	12
6.14	RFP and Proposal Incorporated into Final Contract.....	12
6.15	Proposal Amendment	12
6.16	Firm Participation	12
6.17	Warranty.....	12
6.18	Rights of the City.....	12
7.	INSURANCE AND INDEMNIFICATION REQUIREMENTS.....	13

1. RFP OVERVIEW

1.1 Background

The City of Solvang (“City”), California was founded in 1911 and incorporated in 1985, with a population of approximately 5,700. The City is a charter city, governed by a Council-Mayor-Manager form of government. The City Council is comprised of four members, selected through an at-large municipal election to serve a four-year term, and a mayor, selected through an at-large municipal election to serve a two-year term. The major operating departments of the City are Administration and Finance; Planning, Building and Economic Development; Parks & Recreation, and Public Works, which includes water and wastewater utilities.

The City’s General Fund is approximately \$9 million, with more than 50% of General Fund revenue coming directly from tourism. The City’s two utility enterprise funds for water and wastewater comprise another \$6.75 million, with the total of all City funds approaching \$20 million.

The City conducts regular City Council meetings on the second and fourth Monday of each month. The City holds Planning Commission meetings the first Monday of each month, along with a Board of Architectural review the second Thursday of each month. The selected City Attorney should anticipate attendance at all City Council and Planning Commission meetings, but not the Board of Architectural review meetings.

1.2 Purpose of RFP

The purpose of this Request for Proposal (RFP) is to identify and select an experienced attorney or legal services firm to serve as City Attorney for the City. The Scope of Work in Section 2 further details required services and performance conditions. The Qualifications in Section 3 provide prerequisites for application.

1.3 City Objectives

The City seeks to obtain quality legal counsel on a contract basis. The City Attorney will serve at the pleasure of the City Council alongside the City Manager as the only two directly appointed positions. The City intends to select an attorney or firm that specializes in municipal law, with specific experience practicing as City Attorney in other jurisdictions.

1.4 Selection Process

The evaluation of proposals will allow the City to identify a list of qualified applicants. Section 4 of this RFP provides the criteria that serves as the basis for review of qualified applicants. Qualified applicants that best meet the needs of the City will be invited to an on-site interview and presentation.

After all evaluation of proposals and on-site interviews are complete, the City Council will select the finalist in its sole discretion. The City and the finalist Applicant will enter into final contract negotiations. In the event the City determines, in its sole discretion, that a satisfactory agreement cannot be reached, the City reserves the right to enter into contract negotiations with an alternate applicant.

1.5 RFP Schedule of Events

RFP Event		Date
1	City Issues RFP	January 12, 2021
2	Deadline for Letter of Intent to Propose (Encouraged – Not Required)	January 22, 2021
2	Deadline to Submit Questions and/or Comments	January 22, 2021
3	City Issues Responses to Written Questions/Comments	January 29, 2021
3	Deadline for Receipt of Proposal	February 19, 2021
4	Tentative Interviews/Presentation Week	March 1 – March 15, 2021
5	City Determines Finalist for Contract Negotiations	March 22, 2021
5	Tentative Award of Contract	March 29, 2021
6	Targeted Contract Start Date	April 5, 2021

The City reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the RFP Schedule of Events will be provided to all Applicants that submitted a Letter of Intent to Propose.

1.6 RFP Coordinator

All communications, requests of additional information or clarification concerning this RFP should be via email to the City Manager, Xenia Bradford. The RFP Coordinator will be the sole point of contact for this RFP. The coordinator can be reached via email at:

Coordinator
Xenia Bradford

Email
xeniab@cityofsolvang.com

Phone
805-688-5575

The City is not responsible for delayed or lost e-mail, regardless of the cause.

1.7 RFP Amendment and Cancellation

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue all or any part of the RFP at its sole discretion. Applicants are required to respond to the final written RFP including any exhibits, attachments, and amendments issued by the City.

1.8 Questions Pertaining to the RFP

Specific questions and/or comments concerning the RFP should be submitted via email to the RFP Coordinator not later than the Deadline for Receipt of Questions and/or Comments identified in Section 1.5 RFP Schedule of Events. Applicant questions should clearly identify the relevant section of the RFP and page number(s) related to the question being asked. All questions and/or comments and the City's responses will be emailed to any Applicants who submit a Notice of Intent to Propose.

1.9 Notice of Intent to Propose

Prospective applicants who anticipate submitting a proposal should register by submitting an email indicating their intent to respond to this RFP. The notice of intent should be emailed to the RFP Coordinator (Section 1.6). The following information should be included in the Notice of Intent to Propose:

- Attorney or Firm Name
- Name, title, and contact information of main contact
- A general statement of interest in providing legal counsel services

Submittal of a Notice of Intent to Propose, by the specified deadline, is highly desirable for submitting a proposal, and is necessary to ensure Applicants receive RFP amendments and other communications regarding the RFP. The Notice of Intent does not bind prospective Applicants to submitting a proposal. Not submitting a Notice of Intent to Proposal does not preclude submission of a proposal by the required deadline.

2. SCOPE OF WORK

The City Attorney reports to, and serves at the pleasure of, the City Council. The City Attorney will work directly with the City Manager and City Staff in performance of daily duties in operation of City business. The general responsibilities of the City Attorney include, but are not limited to, the following:

- Provide clear and concise legal advice and consultation on a daily basis as requested or required to members of the City Council and the City Manager. Contacts are usually made via telephone and email, and generally same or next day response is expected.
- Attend City Council and Planning Commission meetings and be prepared to advise Council, the Commission, and Staff on matters on the agenda as well as parliamentary procedure and substantive issues that arise during the meeting. Attendance at other Council subcommittee meetings may be requested from time to time. Office hours may be negotiated as part of any contract.
- Provide guidance concerning requirements of the Brown Act, Conflict of Interest (AB1234), the Political Reform Act, the Public Records Act, CEQA, Meyers-Milias-Brown Act, tort liability and risk, due process and other legal requirements imposed by statute and common law.
- Prepare, review and revise staff documents, including, but not limited to, initiation of memoranda concerning legal issues, contracts, agreements, ordinances, resolutions, land use decisions including appeals, public improvements, easements, dedications, rights-of-way, and City Council/Planning Commission staff reports. Clear, concise, well-organized writing in plain English is a pre-requisite.
- Represent and/or advise the City in litigation not covered by the California Joint Powers Insurance Authority (CJPIA) (which provide coverage for tort claims and worker's compensation claims) or otherwise handled by outside counsel.
- Represent the City in inter-agency projects and other legal matters.
- Oversee coordination with special legal counsel on all City litigation including oversight of the City's risk management program and general liability claims.
- Provide legal advice and assistance to operating departments.
- Counsel the City regarding taxes, assessments, fees, Proposition 218, and other financial advice.

- Designing, drafting, and updating the City’s Municipal Code and Zoning Code, including regulations for Residential/Commercial Cannabis, Accessory Dwelling Units, and affordable housing.
- Monitor pending and current state and federal legislation and court decisions, as appropriate, and provide written updates on those that have the potential to affect the City. Provide suggested action or changes in operations or procedures to assure compliance.

The City may propose additional tasks as deemed necessary to complete the assignment. Any additional work shall be compensated, as agreed upon in the Legal Services Agreement between the successful firm and the City.

3. QUALIFICATIONS

The Applicant must be a licensed and active member of the California State Bar. Qualified applicants will have ten or more years of municipal legal experience in California as a City Attorney. Further, it is desirable for the City Attorney to hold experience in the following areas:

- Designing, drafting, and updating Municipal Code sections and regulations.
- Providing support to staff, Planning Commission, and the Council during land use and other appeals to the Council; and in code enforcement actions.
- Experience with and knowledge of the law governing general law versus charter cities.
- Land use regulations related to public land use and planning, environmental law including the California Environmental Quality Act (CEQA), redevelopment law, general plans, code enforcements and other related areas of law, administrative law, labor relations/personnel law, and other areas of municipal law.
- Experience with public sector labor, employment, pension law (the City is a member of CalPERS), and general personnel matters.
- The City Attorney should have litigation experience or experience monitoring or supervising litigation activity within a firm.
- The City Attorney must demonstrate abilities to speak clearly and effectively in public.
- The City Attorney must have the ability to relate easily and effectively with all members of the City Council, Staff, and the public.

4. PROPOSAL SUBMISSION REQUIREMENTS

4.1 Proposal Submittal

Proposals must be delivered in person, by U.S. Postal Service, or by a courier service such as Federal Express, UPS, etc. and must be received **no later than February 19, 2021, 5:00 p.m. PST**, at the address listed below. Applicants must submit one (1) completed hard copy of the proposal, as well as one (1) electronic copy. All proposals must be submitted in a sealed envelope clearly marked on lower left hand corner “Legal Services – RFP”

Mailing Address:

Xenia Bradford
City Manager

City of Solvang
1644 Oak Street
Solvang, CA 93463

4.2 General Instructions

Proposals should be prepared simply and economically and provide a straightforward, concise description of the Applicant's company, background, qualifications, proposed legal services, and capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Glossy sales and marketing brochures are not necessary or desired. Proposing parties are responsible for all costs incurred in preparation and submittal of proposals.

Proposals should be organized consistent with the outline provided below under Proposal Format.

4.3 Proposal Format

Proposal must be structured, presented, and labeled in the following manner:

1. Cover Letter
2. Executive Summary
3. Company Information
4. Company Background
5. Company Qualifications
6. Statement from the person who would be designated as the City Attorney
7. Principal Attorneys
8. References
9. Pricing
10. Additional Information

Failure to follow the specific format, to label the responses correctly, or to address all of the subsections may, at the City's sole discretion, result in the rejection of the Proposal.

Proposal shall not contain extraneous information. All information presented in the Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the proposal itself, must be referenced to the appropriate place within the body of the proposal.

1. Cover Letter

The proposal must include a cover letter which references and responds to each of the following bulleted items.

- Signature of a company officer empowered to bind the Applicant to the provisions of this RFP and any contract awarded pursuant to it.
- A high-level statement of credentials qualifying for delivery the services sought under the RFP.
- A statement indicating the proposal remains valid for at least 90 days from the Deadline for

Receipt of Proposal.

- A statement that the Applicant, or any individual who will perform work, is free of any conflict of interest (e.g., employment by the City or a competing corporate interest).
- Identify any exceptions that the Applicant wishes to take from the City's standard professional services terms and conditions as found in Appendix A.
- Please limit the Cover Letter to three pages.

2. Executive Summary

This section of the proposal should provide a concise synopsis of Applicant's proposal and credentials to deliver the services sought under the RFP. Provide a general overview of the Applicants philosophy for City Attorney services and approach to mitigating risk to cities.

3. Company Information

This section of the proposal must include the following company Information:

- Provide the legal entity name, Federal Employer Identification Number (EIN), and form of business (i.e. Corporation, LLP, etc.).
- Identify if the Applicant is a subsidiary of a larger company. If so, whom?
- Provide the proposal contact name, address, phone number, and email address.
- Identify the principal attorney that will serve as the City Attorney and any other functions requested under Scope of Services in Section 2.
- Identify the location of company headquarters and office which will support the project.

4. Company Background

This section should identify the following:

- A description of the Applicant's background, nature of business and organizational history.
- A statement of how long the Applicant has been providing the services.

5. Company Qualifications

In this section of the proposal, the Applicant should identify company and staff qualifications and experience in the scope of work. More specifically, this section should identify the following:

- Describe your experience in government/municipal legal services.
- Describe your experience working with California local government agencies.
- List all public clients for whom you currently provide services under a fee for service or retainer basis. Indicate the meeting dates and schedules for any public bodies the prospective lead attorney.

6. Statement from the person who would be designated as the City Attorney

Proposals shall also include a statement from the person who would be designated as the City Attorney that answers the following questions:

- How do you view the role of the City Attorney?
- How you will keep the City Council and City Manager informed about the status of litigation and other legal matters?
- How will you manage and track legal costs to remain within the City Council approved budget?
- If representing other

cities, how will you ensure that City of Solvang is charged for its fair share of legislative analysis? • Have you received compensation in the past 36 months to provide classroom instruction, author books/guides/pamphlets, participate in speaking engagements, or other services to organizations outside of your clients? If so, please detail. • Over the past 36 months, have you served as a governing board member or officer on any incorporated for-profit, nonprofit, or not-for-profit organization; governmental agency or advisory body; professional association or other organization? • Does your firm provide legal counsel or other professional services to any of City of Solvang top 10 employers as identified in the City’s Comprehensive Annual Financial Report? • How would you evaluate whether to use an attorney within your firm or an attorney from another firm to handle a case, provide expert advice or provide other needed services? • Describe the firm’s practices regarding ongoing professional development, training and keeping current on legal developments affecting its clients. • Is it expected or known that any members of your firm you would assign to City of Solvang will become unavailable within the first 24 months of contract services commencing, i.e., due to retirement, promotion, relocation within the firm? If so, please explain how you would ensure continuity of services.

7. References

The Applicant must provide at least five references. At least two of the references should be for similar services provided in the last three years. The City prefers references from local government agencies with similar demographics. For each reference, Applicant should provide the following information:

- Entity name
- Customer contact information (name, title, phone, and email)
- Scope of work performed identifying the services provided
- Start date
- Summary of any problems and solutions to those problems

8. Pricing

Pricing should include:

- Hourly bill rates for general City Attorney services.
- Hourly rates for any specialized services such as litigation.
- Minimum monthly retainer amount and basis of calculation (i.e. minimum hours at general hourly rate) and identify all services provided that are included in the retainer.

5. PROPOSAL EVALUATION

The City shall review all proposals to determine which Applicants have qualified for consideration. The initial review will evaluate all submissions for conformance to stated specifications to eliminate all responses that deviate substantially from the basic intent and/or fail to satisfy the mandatory requirements. Following the initial review, the City will complete a detailed review of Applicant proposals. Proposals will be evaluated based on the following evaluation criteria:

• Demonstrated understanding of City’s needs	20%
--	-----

• Quality, clarity, and responsiveness of proposal	20%
• Anticipated value and price	20%
• Results of interviews, presentations and site visits	20%
• References	15%
• Ability to prepare and execute a contract in a timely manner	5%

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Applicants. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after initial evaluation of proposals is complete. If clarifications are made as a result of such discussion, the Applicant agrees to put such clarifications in writing.

6. GENERAL REQUIREMENTS

6.1 Collusion

By submitting a response to the RFP, each Applicant represents and warrants that its response is genuine and is not made in the interest of or on behalf of any person not named therein; that the Applicant has not directly induced or solicited any other person to submit a sham response or any other person to refrain

from submitting a response; and that the Applicant has not in any manner sought collusion to secure any improper advantage over any other person submitting a response.

6.2 Gratuities

No person will offer, give or agree to give any City employee or its representatives any gratuity, discount or offer of employment in connection with the award of contract by the City. No City official, employee, agent, or its representatives will solicit, demand, accept or agree to accept from any other person a gratuity, discount or offer of employment in connection with a City contract.

6.3 Required Review and Waiver of Objections by Applicant

Applicants should carefully review this RFP for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called "comments"). Comments concerning RFP objections must be made in writing and received by the City no later than the "Deadline for Written Questions and/or Comments" detailed in the Table 1, RFP Schedule of Events. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection will be considered waived and invalid if these faults have not been brought to the attention of the City, in writing, by the Deadline for Written Questions and/or Comments.

6.4 Proposal Withdrawal

To withdraw a proposal, any Applicant must submit a written request, signed by an authorized representative, to the RFP Coordinator (Section 1.6) not later than 24 hours before the Deadline for Receipt of Proposals. After withdrawing a previously submitted proposal, the Applicant may submit another proposal at any time up to the Deadline for Receipt of Proposals.

6.5 Proposal Errors

Applicants are liable for all errors or omissions contained in their proposals. Applicants will not be allowed to alter proposal documents after the Deadline for Receipt of Proposals.

6.6 Incorrect Proposal Information

If the City determines that an Applicant has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Applicant knew or should have known was materially incorrect, that proposal will be determined non-responsive, and the proposal will be rejected.

6.7 Proposal of Additional Services

If an Applicant indicates an offer of services in addition to those required by and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the City.

6.8 Licensure

Before a contract pursuant to this RFP is signed, the Applicant must hold all necessary, applicable business and professional licenses, including, but not limited to, certification of licensure with the State Bar of California. The City may require any Applicants to submit evidence of proper licensure upon selection for negotiation of a services agreement.

6.9 Conflict of Interest and Proposal Restrictions

Applicants should identify any other public agency or private representation that may have a conflict of interest with the City of Solvang.

By submitting a response to the RFP, the Applicant certifies that no amount will be paid directly or indirectly to an employee or official of the City as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or Firm to the Applicant in connection with the procurement under this RFP.

Notwithstanding this restriction, nothing in this RFP will be construed to prohibit another governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP. Any individual, company, or other entity involved in assisting the City in the development, formulation, or drafting of this RFP or its scope of services will be considered to have been given information that would afford an unfair advantage over other Applicants, and said individual, company, or other entity may not submit a proposal in response to this RFP.

6.10 Contract Negotiations

After a review of the proposals and completion of the reference checks, interviews, and demonstration, the City intends to enter into contract negotiations with the selected Applicant. These negotiations could include all aspects of services and fees. If a contract is not finalized in a reasonable period of time, the City will open negotiations with the next ranked Applicant.

6.11 Right of Rejection

The City reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.

Any proposal received which does not meet the requirements of this RFP may be considered to be nonresponsive, and the proposal may be rejected. Applicants must comply with all of the terms of this RFP and all applicable State laws and regulations.

Applicants may not restrict the rights of the City or otherwise qualify their proposals. If a Applicant does so, the City may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

The City reserves the right, at its sole discretion, to waive variances in technical proposals provided such action is in the best interest of the City. Where the City waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Applicant from full compliance with the RFP. Notwithstanding any minor variance, the City may hold any Applicant to strict compliance with the RFP.

6.12 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the City. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process. Upon the completion of the evaluation of proposals, the proposals and associated materials will be open for review by the public to the extent allowed by the California Public Records Act, (Government Code Section 6250-6270 and 6275-6276.48). By submitting a proposal, the Applicant acknowledges and accepts that the contents of the proposal and associated documents will become open to public inspection.

Each Applicant should be aware that although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the City is not in a position to establish that the information, which a Applicant submits, is a trade secret. If a request is made for information marked “confidential”, the City will provide the Applicant who submitted such information with reasonable notice to allow the Applicant to seek protection from disclosure by a court of competent jurisdiction.

6.13 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the City and Applicants will be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

6.14 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal may be incorporated into the final contract.

6.15 Proposal Amendment

The City will not accept any amendments, revisions, or alterations to proposals after the Deadline for Receipt of Proposals unless such is formally requested, in writing, by the City.

6.16 Firm Participation

The City reserves the right to share with any Firm of its choosing this RFP and proposal responses in order to secure a second opinion. The City may also invite said Firm to participate in the Proposal Evaluation process.

6.17 Warranty

The selected Applicant will warrant that the proposed solution will conform in all material respects to the requirements and specifications as stated in this RFP and as demonstrated during the evaluation process. In addition, the requirements as stated in this RFP will become part of the subsequent agreements.

6.18 Rights of the City

The City reserves the right to:

- Make the selection based on its sole discretion.
- Reject any and all proposals.

- Issue subsequent Requests for Proposals.
- Postpone opening proposals if necessary for any reason.
- Remedy errors in the Request for Proposal process.
- Approve or disapprove the use of particular subcontractors.
- Negotiate with any, all, or none of the Applicants.
- Accept other than the lowest monetary offer.
- Waive informalities and irregularities in the proposals.
- Enter into an agreement with another Applicant in the event the originally selected Applicant defaults or fails to execute an agreement with the City.

7. INSURANCE AND INDEMNIFICATION REQUIREMENTS

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy form CG 00 01 or the exact 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 less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If the firm owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Firm or Firm’s employees will use personal autos in any way on this project, Firm shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits no less than \$1,000,000 per accident or disease.

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 \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” 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 the 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 Firm, sub Firms or others involved in the Work. 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 \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Firm and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$1,000,000 per claim and in the aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.