



City of La Palma Police Department

REQUEST FOR PROPOSAL

Local Hazard Mitigation Plan



October 22, 2018

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I. General Information

The City of La Palma, California is seeking a qualified consultant to coordinate, facilitate, and prepare a new City of La Palma Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act of 2000, implementing regulations and guidance as they apply to local governments. The plan will be consistent with the State of California's FEMA-approved mitigation plan. The City of La Palma is a primarily residential community with designated areas of commercial and industrial use. In addition, La Palma is home to five public schools as well as a large retail and commercial center and an intercommunity hospital. These features greatly expand La Palma's daytime population. A FEMA-approved plan will help identify mitigation actions that will make the City of La Palma and plan participants more disaster resistant. The City of La Palma has obtained a FEMA grant for the development of this LHMP. The grant award period ends on August 4, 2020.

This will be an inclusive citywide planning process and will include the following participants seeking FEMA approval of the Plan: City of La Palma, local districts, agencies, and other stakeholders will be invited to participate in the plan development process as members of the planning committee.

Consultant shall submit their proposals to the City of La Palma Police Department by **November 21, 2018**.

II. Receipt of Proposals

Interested parties should provide the following reproductions of proposals, signed by an officer of the firm who is authorized to execute legally binding agreements:

- Three (3) bound copies of the proposal
- Flash drive with PDF copy of proposal

The proposals shall be delivered to:

Ron Wilkerson, Police Operations Commander
La Palma Police Department
7792 Walker Street
La Palma, CA 90623

III. Requests for Information (RFI)

Should a Consultant require additional information prior to submitting a proposal, please send requests to Ron Wilkerson via email at rwilkerson@cityoflapalma.org. Responses will be posted on the City website in the form of an Addendum. The deadline to submit an RFI is **November 1, 2018**.

IV. City Information

The City of La Palma, incorporated in 1955, is located in the northwest corner of Orange County. Neighboring cities are Cerritos to the west, La Mirada to the north, Buena Park to the east and Cypress to the south. The City currently occupies a land area of approximately two square miles and serves a population of 15,984.

The City operates under the council-manager form of government. Policy making and legislative authority are vested in a City Council consisting of the Mayor and four other Council Members. The City Council is responsible for, among other things, passing ordinances, adopting the budget and appointing committees. The City Manager is responsible for carrying out the policies and ordinances of the City Council, and for overseeing the day-to-day operations of the City.

The City provides a full range of services, including police protection; the construction and maintenance of streets and other infrastructure; recreational and cultural activities; water and sewer services; building and safety, land use planning, and zoning control services. Fire services are contracted through the Orange County Fire Authority. In addition, there are the standard internal support services such as payroll, accounts payable, human resources, risk management, budget and financial reporting, and general accounting which are essential to the success of the City's overall operations. The Police Department is responsible for coordinating the City's Emergency Management functions.

The City of La Palma currently has 53 full-time employees and up to 35 part-time staff. The Police Department operates with 21 sworn officers and 11 part-time staff. In 2017, the Police Department responded to over 19,400 calls for service. With one of the lowest crime rates in Orange County, the City of La Palma was ranked one of America's Best Places to Live, by Money magazine in 2007, 2011, 2013, and 2015.

V. Scope of Work

The Scope of work for this project is organized into four phases in accordance with the DMA planning process: 1) LHMP Planning/Development Process; 2) Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment); 3) Hazard Mitigation Strategy; and 4) Plan Maintenance Process

LHMP Planning/Development Process

As part of the LHMP planning and development process, the City of La Palma will organize a Hazard Mitigation Planning Committee (HMPC). Members of the HMPC will include representatives from each participating jurisdiction; staff with other local, state, and federal agencies; take the "whole community" approach including non-profits, religious institutions, disability access and functional needs groups, experts, or members of the public; and may also include a cross-section of the community, such as residents, community leaders, and business owners. The public will also be invited to participate on the HMPC. The HMPC will:

- Participate in the planning process, attend meetings, and provide data as requested
- Solicit input from citizens and professionals with knowledge of applicable hazards
- Provide input on how the risk differs across the planning area
- Identify new/proposed mitigation projects
- Review drafts of the plan
- Hold public meetings

- Coordinate the formal adoption of the plan by governing boards
- Manage the implementation of the proposed mitigation projects.

The consultant shall facilitate a minimum of three public meetings. Each meeting will focus on educating the public on the LHMP development process and identify community concerns. The consultant shall provide content to post on the City’s webpage and social media platforms. When a final draft LHMP is developed, the public will be invited to review and provide comments to the current draft. Public comments will be incorporated as appropriate by the consultant.

- Note: For security reasons, all constative critical infrastructure protection information will need to be redacted from the plan prior to dissemination or presentation to the public.

The City of La Palma LHMP will thoroughly document the hazard mitigation planning process, including but not limited to:

- A narrative description of how the plan was prepared and the process followed
- An outline of plan development meeting dates, attendees, and agendas
- Identify agencies and organizations that participated in plan development
- Coordination with existing planning mechanisms
- Description of how the public was involved and strategy for public outreach/meetings

Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment)

A detailed risk assessment will be developed for this LHMP. The purpose of this section is to understand the risk and vulnerability of identified natural hazards and to provide a basis for hazard mitigation strategy development. The risk assessment will include:

- a) Hazard Identification and Profiles:** The Hazard Identification and Profiles will include a description and prioritization of the hazards that have occurred within the City. The hazard categories may include:
 - Flood-related hazards
 - Wildfire hazards
 - Earthquake hazards
 - Severe weather-related hazards (extreme temperatures, drought, fog, heavy rains/thunderstorms, wind/lightning, etc.)
 - Nuclear hazards
 - Climate change hazards
 - Other man-made hazards
 - Other geologic and soil hazards
 - Other hazards as identified by the HMPC and other data sources
- b) Hazard Mapping:** Using the best available data, the risk assessment will include maps (hazard and infrastructure maps will be provided by the consultant) that delineate areas affected by hazards and identify locations of local assets. The geographic information data will comprise a comprehensive inventory for use in developing map data layers (to the extent data is available), of the following items relative to the multiple hazard area:

- Public buildings
 - Critical facilities and infrastructure
 - Maps that depict the location of parcels, structures, land use, and populations
 - Structures will be delineated by type of use (e.g. residential, commercial, industrial, etc.)
- c) Vulnerability Assessment:** Based on the previous information, the Consultant will develop an overview of the City's vulnerability to specific hazards. Digital maps and GIS data (provided by the consultant) will be developed that identify local assets that are located within known hazard areas. HAZUS will be used to model losses as appropriate. This vulnerability assessment will include (as the data allows):
- Types and numbers of buildings, infrastructure, and critical facilities located within the planning area and within identified hazard areas
 - An inventory of all repetitive flood loss structures, as defined by FEMA, if applicable
 - Potential dollar losses from identified hazards will be estimated through a process that utilizes HAZUS-MH or GIS analysis of County assessor's data with hazard locations
 - Description of land uses and development trends to advise future land use decisions
- d) Capability Assessment:** A capability assessment will be conducted that will inventory those existing plans, policies, and procedures that the City has in place to temper the effect of hazards. This will include protective measures under the National Flood Insurance Program (NFIP), building codes, zoning ordinances, completed or ongoing mitigation projects, and mitigation policies established in the general or comprehensive plans of participating jurisdictions.

Hazard Mitigation Strategy

The LHMP will include a mitigation strategy to address its exposure to identified hazards. This will require meetings of the HMPC, facilitated by the consultant, and include:

- a)** Developing mitigation goal statements that focus on reducing the risk and vulnerability from the identified hazards.
- b)** Developing a comprehensive range of specific mitigation actions items being considered to reduce the effects of each hazard, based on the risk assessment. The range of potential action items will include emphasis on mitigating losses for new and existing buildings and infrastructure and for future development areas. This section will include a list of prioritized hazard mitigation action items that best meet the City of La Palma's needs for hazard damage reduction. Prioritization factors will include an analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. Action items given the highest priority will meet most or all aspects of the feasibility analysis and will be the best fit for the City of La Palma and all plan participants.
- c)** Based on previous tasks, a draft plan will be prepared in accordance with state and federal requirements. The Consultant will ensure that each required component for each plan participant is included in the Plan. The draft plan will be made available to the HMPC for review and comment. The Consultant will incorporate HMPC comments and prepare a public review draft to be distributed to interested parties.

Hazard Mitigation Plan Maintenance Process

- a) **Monitoring, Evaluating, and Updating:** This chapter will detail how the City of La Palma HMPC will monitor, evaluate, implement, and update the Plan. For example, maintenance will occur at an annual meeting of the HMPC where the LHMP mitigation strategy and implementation progress will be evaluated and modified as appropriate. The Plan will be revised, updated, and readopted every five years in accordance with the requirements of the Disaster Mitigation Act of 2000.
- b) **Incorporation into Existing Planning Mechanisms:** The City of La Palma will implement and incorporate hazard mitigation plan goals and actions into other local planning documents, such as the local emergency operations plan, community wildfire protection plans, storm water plans, etc. Incorporation of the LHMP into the Safety Element of the General Plan for the City will be emphasized.
- c) **Implementation Schedule:** The completed LHMP will include procedures for ensuring the Plan's implementation, including an implementation schedule for each action item.
- d) **Continued Public Involvement:** The City of La Palma is committed to continued public involvement in the LHMP development, maintenance, and future updates. A description of public involvement activities for the Plan will be included.
- e) **Final Plan:** The Consultant will collect and incorporate public comments to the public review draft, make all necessary revisions, and will prepare a Final Plan for submittal to Cal OES and FEMA Region IX for review and approval. The Consultant is responsible for all plan revisions from Cal OES, FEMA, or the City of La Palma until it is adopted by La Palma City Council.
- f) **LHMP Adoption and Approval:** The governing body of each participating jurisdiction will adopt the LHMP upon approval of the Plan from Cal OES and FEMA Region IX.

VI. Contents of Proposal

The City does not require consultants to prepare proposals in any particular format. It is anticipated that consultants develop their own proposals in a manner best suited to represent their particular organization. However, all requirements and items listed in this RFP must be addressed and confirmed.

Proposals shall be concise and not exceed twenty-five (25) pages excluding covers and resumes. Consultants are discouraged from using general company advertising literature such as brochures, unless directly related and referenced in the proposal.

Proposals shall include, at minimum, the following:

- a. Understanding - Consultant shall discuss their understanding of the requested services as described in this document.
- b. Project Team – Consultant shall prepare a Project Organization Chart showing the relationship between each team member and sub-consultants, and communication lines with City Project Manager/Emergency Operations Coordinator. Consultant shall include one-page resumes of key project personnel. Resumes shall be included in the proposal appendices.
- c. Include a written statement acknowledging that the individuals included in the Project Organization Chart will perform the work and that team members will not be replaced or removed from the team without written approval from the City.
- d. Project Experience – Consultant shall provide descriptions of previous projects completed by the firm's current employees of similar type, size and scope. Projects shall include date of completion and client reference information.

- e. Project Approach – Consultant shall provide a write-up on how they propose to meet the project objectives, any anticipated problems that may be encountered, and how each problem will be addressed. Consultants shall state any assumptions made for their proposal.
- f. Project Schedule - Include a detailed preliminary design schedule incorporating all anticipated milestone dates, meetings, and document review periods.
- g. Project Cost - Shall include all incidentals and per diem charges. No additional reimbursement will be provided for incidentals and/or per diems such as mileage, miscellaneous fees, prints, lodging, insurance, meals or mark-ups. A detailed cost proposal to include milestones and deliverables shall be outlined in the scope of work.
- h. Acceptance of City Standard Consultant Service Agreement - A copy of the City's Standard Consultant Services Agreement is included in the Appendix for review. The Consultant is required to obtain and maintain coverage for the listed insurance policies throughout the project. The Consultant shall state whether or not they agree to the contract language and should identify any discrepancies.

VII. Addendum

All responses to RFI's will be provided to Consultant electronically via addendum. The Consultant shall note on the proposal cover letter acknowledgement and agreement to all addenda issued by the City.

VIII. Contract Award

Selected Consultant shall enter into a written contract with the City of La Palma binding all terms and conditions of the proposal and items negotiated prior to award of contract. Contract period shall be for the entire duration of the project unless modified.

IX. Proposal Development

By submitting a proposal, the Consultant agrees that the costs to prepare and submit a proposal will be the responsibility of the Consultant.

X. Non-Obligation

This Request for Proposal (RFP) shall not be construed to create an obligation on part of the City of La Palma to enter into a contract with a Consultant. The RFP is for solicitation of proposals only. The City reserves the right to reject any and all proposals or to accept the proposal that, in the supposition of the City, is of most value.

XI. Selection Criteria

The City will evaluate proposals based on the Consultant's response to all items of this RFP. The following serves to list some of the criteria that may be used in the evaluation and comparison of proposals as well as the importance of each selection criteria.

- a. Project Understanding (5%)
- b. Qualifications of the Project Team (15%)
- c. Relative Project Experience (15%)

- d. Project Approach and Proposal Contents (50%)
- e. Proposed Cost (15%)

XII. Selection Procedures

Proposals will be thoroughly reviewed by City of La Palma staff and evaluated specifically on proposal content. Should the need arise, the City will conduct interviews with the top three prospective firms prior to selection. Compensation and rates discussed with Consultants will not be disclosed to other candidates. When the final selection is made and all terms of the contract have been established, a recommendation of award will be made to City Council.

XIII. Schedule

The following dates are estimates. The City shall not be held responsible for any changes in the schedule shown below. Any schedule change affecting the RFP submittal will be distributed via addendum.

- | | |
|--------------------------|-------------------|
| a. Advertisement of RFP | October 22, 2018 |
| b. RFI Due Date | November 1, 2018 |
| c. Proposals Due | November 21, 2018 |
| d. City Council Approval | December 4, 2018 |
| e. Contract Execution | December 10, 2018 |
| f. Notice to Proceed | December 13, 2018 |

APPENDICES

City of La Palma Standard Consultant Services Agreement

AGREEMENT FOR CONSULTANT SERVICES
[COMPANY NAME]

THIS AGREEMENT FOR the CONSULTANT SERVICES (hereinafter, the "Agreement"), entered into as of [DATE], by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the "City"), and [COMPANY NAME], a corporation (hereinafter, the "Consultant"). The Consultant and the City are hereafter together referred to as the "Parties" and each individually as a "Party."

RECITALS

A. The City requires the services of, and desires to retain, a consultant to perform the services set forth and described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference (hereinafter, the "Consultant Services").

B. By virtue of the Consultant's expertise, experience, and background, the Consultant is qualified to perform the Consultant Services for and on behalf of the City.

C. The City and the Consultant mutually desire to enter into this Agreement for the provision of the Consultant Services by the Consultant for and on behalf of the City, in accordance with the terms and conditions set forth herein.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions, and promises contained herein, the City and the Consultant mutually agree as follows:

SECTION ONE: RETENTION AND DUTIES OF CONSULTANT

1.1 The City hereby retains the Consultant, and the Consultant accepts this retention from the City, to perform the Consultant Services as set forth in the Scope of Work attached hereto as Exhibit "A".

1.2 The Consultant shall perform all services set forth in the Scope of Work in a competent and professional manner, and shall complete all such work, and each component thereof, within the time periods set forth in the Scope of Work.

1.3 In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the [DEPT HEAD TITLE] of the City. Tasks or services other than those specifically described in the Scope of Work shall not be performed without the prior written approval of the [DEPT HEAD TITLE]. If the City changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work, the Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed shall be paid by the City

in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Consultant.

1.4 The Consultant shall not subcontract the performance of any of the Consultant Services without the prior written approval of the City.

1.5 All data, studies, drawings, plans, maps, reports, and other documents shall, upon payment in full for the Consultant Services, be furnished to and become the property of the City, without restriction or limitation upon their use.

1.6 The Consultant agrees that the following person shall be the project manager on behalf of the Consultant under this Agreement, and shall be principally responsible for performing the Consultant Services:

[PROJECT MANAGER]

Notwithstanding the foregoing, the parties acknowledge that persons other than the above-designated project manager of the Consultant may perform tasks or services under this Agreement if the performance of such tasks or services is under the supervision and control of the Consultant's project manager. The Consultant shall not alter the assignment of the above-designated project manager without the prior written approval of the [DEPT HEAD TITLE].

1.7 The City reserves and has the right and privileges, at its sole discretion and with or without cause at any time during the term of this Agreement, of suspending, canceling or terminating this Agreement or any work in connection with this Agreement. In the event of termination, all finished or unfinished data, studies, maps, reports, and other items prepared by the Consultant shall become the property of the City, and the Consultant shall promptly deliver such items to the City. In the event of termination, the City shall pay the Consultant for all authorized services performed and for all authorized and invoiced expenses incurred up to the date of termination of this Agreement, on a time and materials basis in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

SECTION TWO: COMPENSATION TO CONSULTANT

2.1 The City shall pay to the Consultant for the performance of the Consultant Services compensation in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

2.2 The Consultant shall invoice the City on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

2.3 The Consultant shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months after the completion or termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months of the completion or termination, of this Agreement.

SECTION THREE: LEGAL RESPONSIBILITIES

3.1 The Consultant shall keep fully informed of all Federal and State laws and regional, county, and municipal ordinances and regulations which may in any manner affect those employed by the Consultant or the performance by the Consultant of any tasks or services for or on behalf of the City. The Consultant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be responsible for the compliance therewith of all work and services performed by the Consultant by or on behalf of the City.

3.2 The Consultant is retained as an independent contractor only, for the sole purpose of rendering those professional services set forth in Exhibit "A" hereto or otherwise requested by the City, and is not an employee of the City. The City shall have the right to control the Consultant only as to results of the Consultant's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Consultant accomplishes the services performed under this Agreement.

3.3 The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, sex, age, marital status, or national origin.

3.4 All proprietary information developed by the Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, shall be the sole and exclusive property of the City. The Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of the Consultant Services under this Agreement. The Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by the Consultant under this Agreement shall be made to the City, and that the Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the City.

3.5 The Consultant agrees to perform all work to the reasonable satisfaction of the City. If the services performed under this Agreement are not satisfactory, the City has the right to take appropriate action, including but not limited to: (1) meeting with the Consultant, its agents or subcontractors to review the quality of the work and resolve matters of concern; (2) requiring the Consultant to have the work repeated at no additional fee until it is satisfactory; (3) withholding payment of City's compensation to the Consultant for any unsatisfactory work performed; (4) terminating this Agreement.

3.6 The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices, processes, and software

programs, used or incorporated in the services or work performed by the Consultant under this Agreement. The Consultant shall indemnify, defend, and hold the City harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.7 Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay. If the Consultant is the delaying Party, the City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Consultant's sole remedy shall be extension of this Agreement pursuant to this section.

3.8 The parties mutually acknowledge that the City has retained Consultant to perform the tasks and services set forth in this Agreement based upon the special skills, expertise, and experience of Consultant. Accordingly, in performing the tasks and services under this Agreement, Consultant shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. Further, the parties mutually agree that, to the extent that Consultant retains sub-consultants or subcontractors to perform any portion of any of the tasks or services under this Agreement, Consultant has a duty to the City to ensure that the tasks and services performed by such sub-consultants and subcontractors meet the same highly specialized professional level, skill, and expertise expected of Consultant.

3.8.1 Except as set forth in subdivision 3.8.2, Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold harmless the City, its officials, officers, and employees ("City Personnel") from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses penalties, obligations, expenses, or liabilities ("Claims") that may be asserted or claimed by any person or entity arising out of Consultant's performance of any tasks or services for or on behalf of the City, whether or not there is concurrent active or passive negligence on the part of the City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of City or any City Personnel.

3.8.2 The provisions of this subdivision 3.8.2 apply only in the event that Consultant is a "design professional" within the meaning of the California Civic Code Section 2782.8(c). If Consultant is a "design professional" within the meaning of Section 2782.8(c), then notwithstanding subdivision 3.8.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code Sections 2782 and 2782.6), Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless the City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any sub-consultant,

subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or service for or on behalf of the City under this Agreement. Such obligations to defend, hold harmless, and indemnify the City or any City Personnel, shall not apply to the extent that such Claims are caused in part by the sole active negligence or willful misconduct of the City or such City Personnel. Consultant's cost to defend City and/or City personnel against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify the City or any City Personnel under this subdivision (b), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

3.9 The Consultant shall not commence the performance of any work or services under this Agreement until the Consultant has obtained all insurance required hereunder, nor shall the Consultant allow any subcontractor to commence services under its subcontract until all such insurance has been obtained by the subcontractor. Current certification of insurance shall be kept on file with the City at all times during the term of this contract. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Agency's Risk Manager. The Consultant shall take out and maintain at all times during the performance of this Agreement the following policies of insurance:

3.9.1 Workers Compensation Insurance to cover its employees as required by law; and the Consultant shall require all subcontractors to provide such compensation insurance for all of the latter's employees. Each such policy of worker compensation insurance shall carry the following endorsements:

(a) "The insurer waives all rights of subrogation against THE CITY OF LA PALMA, its officers, officials, agents, employees, and representatives."

(b) "This insurance policy shall not be canceled, limited or nonrenewed by the insurer until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

3.9.2 Comprehensive General Liability Insurance for bodily injury, death, and property damage which may arise from the negligent performance of the Consultant, its employees, agents representatives, successors, and assigns while performing work or services under this Agreement, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

3.9.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired automobiles, in a minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury, death, and property damage.

Each such policy of insurance provided for in Paragraph 3.9.2 and 3.9.3 shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees, and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) "This insurance policy shall not be canceled, limited, or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy."

3.9.4 Professional Liability Insurance to protect the City from the Consultant's negligent acts, errors, and omissions of a professional nature, with coverage in a minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2, 3.9.3 or 3.9.4, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

3.10 The Consultant shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the City; and any such assignment or other transfer without such consent shall be void.

3.11 Except as the City may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Consultant any authority, express or implied, to bind the City to any obligation whatsoever.

3.12 In the event any action is commenced by one Party to this Agreement against the other to enforce any of the rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, together with reasonable attorney's fees.

SECTION FOUR: MISCELLANEOUS

4.1 Notices: All notices, invoices or other instruments required or permitted to be given under this Agreement shall be served by personal delivery or deposited in a United States mail depository, postage prepaid, and addressed as follows:

If to the City: CITY OF LA PALMA
7822 Walker Street
La Palma, California 90623
Attn: [DEPT HEAD TITLE]

If to the Consultant: [NAME OF COMPANY]
[ADDRESS OF COMPANY]

or such other address or person as either Party may indicate to the other in writing. Service of any instrument by mail shall be deemed effective forty-eight (48) hours after deposit in a United States mail depository, postage prepaid, and addressed as set forth above.

4.2 Integration: This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement may not be modified, altered, or amended except in writing signed by both the City and the Consultant.

4.3 Construction: This Agreement shall be construed in accordance with the laws of the State of California and as if drafted by both parties hereto.

4.4 Successors and Assigns: Subject to the provisions of Paragraphs 1.4 and 3.10 hereinabove, this Agreement, and all of the covenants, terms, and conditions hereof, shall be binding upon, and inure to the benefit of, the City, the Consultant, and their respective successors and assigns.

4.5 Authority of Signatories: The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY OF LA PALMA

By _____
[Mayor or City Manager]

ATTEST:

City Clerk

[NAME OF COMPANY]

By _____

[Title]

By _____

[Title]

APPROVED AS TO FORM:

RUTAN & TUCKER

By _____
City Attorney, City of La Palma

Exhibit A

Scope of Work

Exhibit B
Budget and Fee Schedule