



# **City of Rancho Palos Verdes**

## **Request for Proposals -Extended**

### **Qualified FEMA Project and Grant Manager**

#### **Community Development Department**

**Attention: Lisa Garrett, Senior Administrative Analyst  
30940 Hawthorne Blvd, Rancho Palos Verdes, CA 90275**

**Phone: (310) 544-5236 | Email: [LisaG@rpvca.gov](mailto:LisaG@rpvca.gov)**

**RFP Release Date:  
Friday, May 2, 2025**

**Request for Clarification Deadline:  
Monday, May 12, 2025 @ 5:00 PM**

**RFP Submittal Deadline:  
~~Friday, May 23, 2025 @ 4:00 PM~~**

**Extended RFP Submittal Deadline  
~~Monday, June 30, 2025 @4:00 PM~~**

## **Qualified FEMA Project and Grant Manager**

**The City of Rancho Palos Verdes is requesting Proposals from qualified consulting firms to perform project and grant management services for the Greater Portuguese Bend Landslide Voluntary Property Buyout Program, which is funded by a \$42 million FEMA Hazard Mitigation Grant.**

**All correspondence and questions regarding this RFP should be submitted via email no later than 5:00 p.m. on Monday, May 12, 2025 to:**

**Lisa Garrett, Senior Administrative Analyst**

**Email: [LisaG@rpvca.gov](mailto:LisaG@rpvca.gov)**

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## **I. INTRODUCTION**

**City Government.** The City of Rancho Palos Verdes (“**City**”) is a scenic residential coastal community, with a population of approximately 42,000, located on the Palos Verdes Peninsula in southwestern Los Angeles County. The City operates as a contract city, meaning that some services are provided through contracts with both private companies and outside public agencies and some services delivered by City employees.

As a general law city, the City and has operated under the Council-Manager form of government since its incorporation in 1973. Policy-making and legislative authority are vested in the governing City Council, which consists of five (5) Council Members, including the Mayor and Mayor Pro Tem. The City functions on an annual budget cycle. The City’s financial profile can be found on the City’s website at <https://www.rpvca.gov/35/Transparency>.

**Program.** This Voluntary Property Buyout Program (“**VPB Program**”) has been developed by the Federal Emergency Management Agency (“**FEMA**”) and the California Office of Emergency Services (“**Cal OES**”) in partnership with the City to enable property owners adversely impacted by the Greater Portuguese Bend Landslide Complex (“**PB Landslide Area**”) to relocate from the risk of imminent failure of land movement. Funding for this Program comes from FEMA through its Hazard Mitigation Grant Program (“**HMG Program** ”). A copy of the PB Landslide Area is depicted on Attachment B.

**HMG Program.** Generally speaking, FEMA’s HMG Program is funded whenever a federal disaster is declared by the President of the United States. Funding through the HMG Program can be applied to any city in a state for which a federal disaster is declared and is not limited to the affected city. FEMA is funding this HMG Program in the amount of \$42 million to the City based on the Federally declared California disaster for the winter storms that occurred between January 31 and February 9, 2024. Additional future HMG Program cycles may become available to affected residents depending on whether a federal declared disaster occurs in California. In other words, this HMG Program may not be considered a one-time opportunity and may be available in the future.

**How the Voluntary Property Buyout Program Works.** This property acquisition program is just one of many programs being offered through FEMA’s HMG Program which includes a Buyout Program (also known as an “**Acquisition Program**”), where the City will work with residents, who are participating voluntarily and own an improved property with permitted residential structure(s) that has been damaged or is at imminent risk to be damaged by a natural hazard event. Through the Acquisition Program, the City is able to buy real property from affected individuals based on an appraisal of the fair market value at a predetermined date, acquire title, demolish the structure(s), and revert it to open space. By law, upon closing, the acquired property would be owned by the City and must forever remain

open space land. Accordingly at the closing of the acquisition, the property will be restricted as open space in perpetuity and cannot be redeveloped, except for limited allowable conservation/open space uses that are approved by FEMA Region 9. Accordingly, the City will be restricted in perpetuity against selling the acquired property to private individuals or developing it. A copy of the Acquisition Program is attached as Attachment A.

FEMA does not buy houses directly from the property owners. The Acquisition Program is basically a real estate transaction between an approved seller and the City being the buyer. The Acquisition Program is funded by FEMA who will pay 75% of all eligible expenses. For this Acquisition Program, the remaining cost share of 25% must be borne by the seller (property owner) except for certain in-kind costs borne by the City.

The Acquisition Program is administered by Cal OES and directly overseen by the City. Homeowners do not apply directly to FEMA or Cal OES for a buyout, as this program is not considered disaster assistance, but rather a grant is provided to the City under the HMG Program. Mitigation grants are complementary programs to the disaster assistance programs and have their own rules and regulations.

Based on applications received by the City from each interested property owner, the City will identify properties where buyouts make the most sense based on, but not limited to, the scope of existing structural damage as determined by the City's Building Official through a property inspection, open space value, community needs, and FEMA program requirements.

The City has submitted the prioritization of the applications to FEMA. The has further evaluated the applications to ensure that each prioritized application follows program rules/regulations (e.g., the property is not owned in title by a bank or other institutional financial institution through foreclosure or other similar means; the property has not sold since December 1, 2022, etc.). The City has awarded contracts to appraisal, title, and escrow companies through the standard RFP process, and property appraisals and title reports are currently being prepared as part of the pre-award tasks for this program.

**Purpose of this RFP. *The City is now seeking a qualified FEMA Project and Grant Manager to provide project support, grant administration and monitoring processes over the period of the performance of the Grant ending within 48 months of FEMA grant award. This work will be performed in compliance with the guidelines issued by the HMG Program funds for the Greater Portuguese Bend Landslide Voluntary Property Buyout Program.***

**If selected, the firm will enter into a Professional Services Agreement with the City. Attachment C is a blank Professional Services Agreement form, including insurance requirements, for review. The consultant will work with City Staff to conduct the services as required by FEMA's HMG Program.**

II.

**PROJECT DESCRIPTION AND BACKGROUND.** The PB Landslide Area is the oldest and one of the largest landslide areas in the United States. Located on the Palos Verdes Peninsula on the Southern California coast in the City of Rancho Palos Verdes, the entire PB Landslide Area is approximately 240 acres. Above the basal surface, the PB Landslide Area is broken into several blocks that collectively involve tens of millions of cubic yards of relatively dense, but locally fractured soil. These blocks move separately at different rates.

The landslide conditions include land movement rates that have accelerated from just 2 to 3 inches per month to rates up to 13 inches per week, in some sections of the landslide area. The rate of movement has significantly decreased in recent months, following the drilling of deep dewatering wells that are pumping water out of the ground and slowing the landslide. However, the significant and unprecedented change in movement behavior was triggered by the atmospheric river events of late 2022 and throughout 2023 and early 2024. PB Landslide Area movement intensified in correlation to the inundation of groundwater that occurred during these events. Landslide movement within the PB Landslide Area continues to manifest at the ground surface in the form of scarps, fissures, grabens/sinkholes, tensional cracking, shear zones and thrust features.

Due to the continued movement of the landslide, the ground movement features have continued to enlarge, expand, widen, or grow depending on the type of feature and location. With this impact, foundations and housing structures have experienced damage. In recent months, safety concerns have been raised regarding the structural integrity of some buildings and homes due to the accelerated rate of land movement.

In this PB Landslide Area, several homes have experienced damage or structural stress such as foundation cracks, buckling roofs, compromised doors and windows creating inadequate egress, utility failures, and other impacts as a result of the land movement, creating unsafe living conditions. Many of these homes have been deemed uninhabitable. If no action is taken, additional homes will be deemed uninhabitable, lives will be at risk, and infrastructure will be at risk.

A total of approximately 285 homes are located within the greater PB Landslide Area with an estimated population of 770 people based on the census average number of persons per household (2.7).

To date, at least 57 homes have been red- or yellow-tagged, demonstrating conditions that render the homes uninhabitable. Similarly, there have been dangerous conditions related to the continued provision of gas and electricity, and the power companies have de-energized service to the PB Landslide Area. From July 29 to September 6, 2024, Southern California Gas Company (SoCalGas) shut off natural gas to 197 homes in the PB Landslide Area indefinitely:

From August 31 to September 9, 2024, Southern California Edison (SCE) turned off power to a significant portion of the PB Landslide Area, leaving 277 homes without electricity indefinitely:

Although power has been restored to some of the homes, the power company could de-energize again if conditions continue to decline.

Cox communication has also discontinued communication services to 146 homes in the PBCA, rendering them without internet or phone.

The City will conduct an acquisition-demolition program for neighborhoods critically affected by the emergent PB Landslide Area. The \$42 million grant through FEMA will be conducted over 48 months in neighborhoods with red and yellow-tagged conditioned homes as identified by a City building official.

The unphased project will follow a 5-step process that includes inspection, appraisal, acquisition, demolition, and material removal and land cleanup. The acquisition-demolition program will remove structures from areas where land movement has accelerated and critically damaged homes and threatened utility infrastructure. After homes are demolished within 90 days of acquisition, land will be dedicated to open space and maintained by the City. This activity increases the level of protection to the community through the reduction of at-risk structures in the landslide area and reduction of community vulnerability to landslide risk.

**III. SCOPE OF WORK.** The City is soliciting proposals from consultants and/or consulting firms to assist the City with the administration, oversight, and monitoring of the Acquisition Program for the FEMA HMG Program Grant (DR-4699) – Acquisition of Private Real Property (Structures and Land) for the PB Landslide Area in the City of Rancho Palos Verdes according to the scope of work specified below.

- The Project and Grant Manager shall be required to administer all aspects of a FEMA awarded Grant to acquire the designated residential properties in the City. The Project and Grant Manager shall be required to possess significant successful experience in providing project and grant administrative services to municipalities located within the State of California and direct experience in working with the HMG Program funds.
- The Project and Grant Manager shall provide the following services at a minimum:
  - Conduct project and grant management services in accordance with the agreement with Cal OES and the Grant Agreement with FEMA. This includes pre-award tasks to be completed.
  - Meet with the homeowners to explain the process and details of the acquisition process and provide updates as requested.
  - Conduct regular meetings with the City to discuss the overall project, schedule, milestones, and any issues that may arise.

- Maintain files of all pertinent correspondence and documentation, in accordance with all federal and other applicable laws.
- Assist the City in evaluating options for procurement of qualified contractors (e.g., environmental inspections, demolition contractors, etc.) in accordance with 2 CFR Part 200 and the State of California procurement standards. Note that the City has already procured the services for appraisals, title reports, and escrow to continue with pre-award tasks.
- Coordinate project permitting processes and ensure all permit applications are submitted and permits acquired as required by applicable laws.
- Coordinate all requirements for the acquisition process, including, but not limited to, the following:
  - Homeowner paperwork
  - Property appraisals and process
  - Title search
  - Property inspections (e.g., environmental, asbestos, etc.)
  - Purchase offer process, including calculating deductions for duplication of benefits and match requirements
  - Real estate closing and escrow
  - Demolition
  - Site restoration
  - Project closeout
- Manage the budget and schedule to ensure that all acquisitions are completed within the available Federal funding allotments and the established timeframes.
- Assist the City in ensuring that the acquisitions and demolitions meet all the FEMA Grant requirements.
- Prepare requests for payment from the City to the property owners or the contractors (as determined).
- Coordinate with the City the requests of FEMA once grant is award for rolling reimbursements and other needs of the City for administering the program.
- Prepare requests for reimbursement from the City to the State on a rolling reimbursement request basis.
- Review and process time extensions and amendment requests to ensure that the period of performance remains current and that the scope of work remains eligible for the grant.
- Prepare the reconciliations with the State on all grant funds.
- Prepare all reports and forms as may be required for the grant submittals and closeouts.
- Participate in any review or audits of the grants by Cal OES, FEMA or other assignees, and address any questions, findings, and/or deficiencies that have been noted.
- Work in direct coordination and collaboration with the local officials throughout the grant process.

- Prepare and present staff reports to City Council with program updates and recommendations, when requested by the City.

The selected consultant(s) will be considered an extension of City staff and shall be responsible for the successful completion of services noted above.

**IV. COST PROPOSAL.** Proposals must include the estimated cost for all work related to Scope of Work, including hourly rates if applicable and not-to-exceed limits. The details are noted in the Proposal Requirements Proposal Format below.

**V. PROPOSAL REQUIREMENTS.** This RFP represents the requirements for an open and competitive process. Proposals will be accepted until 4:00 p.m. on Friday, May 23, 2025. An evaluation of proposals will begin in the week of May 27, 2025. If additional information or discussions are needed with any bidder(s), the bidder(s) will be notified during that review period.

The City will be selecting consultant(s) no later than Tuesday, July 15, 2025. Proposals may be submitted electronically via email to Lisa Garrett, Senior Administrative Analyst at [LisaG@rpvca.gov](mailto:LisaG@rpvca.gov). Requests for clarification of the information contained herein must be submitted by email by Monday, May 12, 2025 at 5:00 p.m.

Upon submission of a proposal to the City, the proposing firm shall request an email confirmation that the proposal was received and retain the email as a record. If an email confirmation is not received, the proposing firm shall correspond with the City until a confirmation is received.

The following requirements are to be addressed in the proposal for consideration:

- Explain project approach, style, and process setting forth specific knowledge of providing this type of service.
- Set forth a summary of the consultant staff's proven track record for excellence in appraisal services.
- Acknowledge familiarity with the City of Rancho Palos Verdes
- Acknowledge ability to work independently with a focus on completion and compliance with timelines.
- Excellent written and verbal communication

***Proposal Format.*** In order for the City of Rancho Palos Verdes to conduct the most efficient proposal evaluation, bidders are required to include the following information in their proposals as described below:

- a) **Cover Letter:** Provide the name, address, and phone number of the firm; the present staff (size, classification, credentials); the primary contact's name, phone number, and email address; any qualifying statements or comments regarding the proposal; and identification of any sub-consultants and their responsibilities. Identify the firm's type of organization (individual,

partnership, corporation), including names and contact information for all officers, and proof that the organization is currently in good standing. The signed letter should also include a paragraph stating that the firm is unaware of any conflict of interest in performing the proposed work. No more than two (2) pages.

- b) **Approach to Scope of Services:** Provide the Firm's approach to provide project and grant management and administrative services to the City to comply with the Scope of Services specified above for the City's acquisition of residential properties using FEMA HMG Program grant funding.
- c) **Organization and Staffing:** Identify the person who will be the Project Manager and primary contact person responsible for the overall delivery of the project, as well as any staff members and their credentials who will be performing the Scope of Services. Provide an organizational chart of the project team that clearly delineates communication and reporting relationships among the project staff and among the sub-consultants involved in the project. Indicate the expected contributions of each staff member in time as a percentage of the total effort. Specifically show the availability of staff to provide the necessary resource levels to meet the City's needs. Indicate that the Project Manager and key staff will remain assigned to this project through completion of the Scope of Services.
- d) **Staff Qualifications and Experience:** Describe qualifications of the assigned staff and sub-contractors including relevant technical experience and certifications. Staff assigned to complete the Scope of Services must have previous experience and required certifications in providing the necessary services as described in the Scope of Services. Description of Consultant's experience should include the following:
  - **Prior Experience:** Demonstrate that the firm has significant experience providing services on similar projects within the past five (5) years. A list of public sector clients is preferred.
  - **Staff Qualifications:** Provide resumes for the Project Manager and any other key staff members to be assigned to contribute to the Scope of Services, with an emphasis on similar services which they provided to other agencies.
  - **Reference Projects:** Include at least three (3) projects with similar scope of services performed by the project team within the past five (5) years and indicate the specific responsibilities of each team member on the reference project. Provide contact information for each client listed.
- e) **Project Schedule:** Provide a detailed schedule for completion of the tasks and sub-tasks required to accomplish the Scope of Work. Please note all

deliverables and interim milestones on the schedule. The project schedule should be based on the FEMA Sub-application Schedule (Attachment D). The proposal shall include completion of pre-award tasks, in addition to the program tasks once awarded. It is expected that the acquisitions will occur in batches of approximately 3 homes at a time, with a rolling request for reimbursement from FEMA. This allows the City to front the funding for the first batch, without having to provide the full \$56 million at once. It is anticipated that the selected consultant will work with staff to refine and create a preliminary schedule and it is the City's expectation that the Scope of Services will be completed in a timely manner, avoiding needless delays.

- f) **Cost Proposal:** Provide the cost schedule for the various staff members assigned to contribute to the Scope of Services and a not-to-exceed proposal. The cost proposal should include any anticipated reimbursements for fees or other items (e.g., copies, postage, travel, supplies, etc.).
- g) **Quality Control Plan:** Describe the quality control procedures and associated staff responsibilities which will ensure that the deliverables will meet the City's needs.
- h) **Acceptance of Conditions:** State the offering firm's acceptance of all conditions listed in this RFP document and Sample Professional Services Agreement. Any exceptions or suggested changes to the RFP or Professional Services Agreement (PSA), including the suggested change, the reasons therefore and the impact it may have on cost or other considerations on the firm's behalf must be stated in the proposal. Unless specifically noted by the firm, the City will rely on the proposal being in compliance with all aspects of the RFP and in agreement with all provisions of the PSA.
- i) **Copy of Insurance.** Submit a certificate of compliance with the Insurance Requirements presented in Attachment C.
- j) **Copy of Certification.** Provide any related state certifications as necessary.

## **VI. PRELIMINARY SCHEDULE**

The following is the anticipated schedule for the RFP process:

Request for Proposals available	Friday, May 2, 2025
Request for Clarification deadline	Monday, May 12, 2025 at 5:00 p.m.
Proposals due	<del>Friday, May 23, 2025 at 4:00 p.m.</del>
Anticipated Notice of Award	On or before July 15, 2025

This RFP includes the submission of a draft project schedule based on the FEMA Sub-application Schedule (Attachment D). The Project is still within the pre-award tasks. The proposal shall include completion of those pre-award tasks, in addition to the program tasks once awarded.

It is anticipated that the selected consultant will work with staff to refine and create a preliminary schedule and it is the City's expectation that the Scope of Services will be completed in a timely manner, avoiding needless delays. The ideal Consultant candidate will have available resources and personnel, either in-house or under subcontract, to ensure the completion of the Scope of Services at the earliest possible time.

## **VII. SUBMISSION OF PROPOSAL**

- A. Requests for Clarification.** Requests for clarification of the information contained herein shall be submitted by email by Monday, May 12, 2025 at 5:00 PM. Responses to any clarification question will be provided by posting on the City's website with the original RFP.
- B. Submission of Proposal.** Each proposer shall submit one electronic copy via email with the subject line "Qualified FEMA Project and Grant Manager" sent to:

**Lisa Garrett, Senior Administrative Analyst**  
**Email: [LisaG@rpvca.gov](mailto:LisaG@rpvca.gov)**

- C. Confirmation Email.** Upon submission of proposal to the City, the proposing firm shall request an email confirmation that the proposal was received and retain the email as a record. If an email confirmation is not received, the proposing firm shall correspond with the City until a confirmation is received.

## **VIII. EVALUATIONS AND SELECTION PROCESS**

- 1. Qualifications Will be Evaluated Based on the Following Criteria:**
  - a) Approach to Scope of Services (30%)
    - Understanding of the Scope of Services as demonstrated by the thoroughness of the proposal and an overall approach most likely to result in the desired outcome for the City.
  - b) Proposal Schedule (15%)
    - Ability to complete the work in the most efficient schedule possible.
  - c) Staff Qualifications and Experience (30%)
    - Relevance of experience of the proposing firm (to provide support resources to the project team)

- Relevance of experience and strength of qualifications of the Project Manager
- Relevance of experience and strength of qualifications of the key personnel performing the work
- Relevance of referenced projects and client review of performance during those projects
- Experience and familiarity with the work including:
  - Grant management services
  - FEMA HMA grant programs and requirements
  - Residential property acquisition
  - Required FEMA forms
  - Grant requirements for the City and homeowners
  - FEMA's requirements for property acquisitions
  - Preparation and submission of payment requests
  - Similar scopes of work

d) Quality Control (15%)

- Adequate immediate supervision and review of staff performing the work as well as appropriate independent peer review of the work by qualified technical staff not otherwise involved in the project.

e) Cost Proposal (15%)

- Ability to complete the work with cost efficiency.

## **2. Selection Process**

An evaluation panel will review all Proposals submitted.

3. **Award Notification.** The City will notify all proposers in writing of the outcome of the selection process and intent to award. This RFP does not commit the City to award an agreement, nor pay any costs incurred in the preparation and submission of the proposal in anticipation of an agreement. The City reserves the right to reject any or all submissions, or any part thereof, to waive any formalities or informalities, and to award the agreement to the proposer deemed to be in the best interest of the City and the Department.

4. **Award of Agreement.** The selected firm(s) shall be required to enter into a Professional Services Agreement in accordance with document attached as Attachment C with the City, in a form approved by the City Attorney, to perform the Scope of Services. This RFP and the proposal, or any part thereof, may be incorporated into and made a part of the final agreement; however, the City reserves the right to further negotiate the terms and conditions of the agreement with the selected consultant. The agreement will, in any event, include a maximum "fixed cost" to the City.



FEMA



## Greater Portuguese Bend Landslide Voluntary Property Buyout Program Guidelines

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### Introduction

Many cities across California and the country have utilized buyout assistance programs for their residents to rebuild their lives and create new memories in safer places.

This Voluntary Property Buyout Program (Program) has been developed by the Federal Emergency Management Agency (FEMA) and the California Office of Emergency Services (Cal OES) in partnership with the City of Rancho Palos Verdes (City) to enable property owners impacted by the Greater Portuguese Bend Landslide Complex (Landslide) to relocate from the risk of imminent failure of land movement. Funding for this Program comes from FEMA through its Hazard Mitigation Grant Program (HMGP).

### HMGP

Generally speaking, FEMA's HMGP is funded whenever a federal disaster is declared by the President. Funding that becomes available through the HMGP can be applied to any city in a state for which a federal disaster is declared and is not limited to the affected City.

FEMA is funding this Program in the amount of \$42 million to the City based on the Federally declared California disaster for the winter storms that occurred between January 31 and February 9, 2024. Additional future Program cycles may become available to affected residents depending on whether a federal declared disaster occurs in California. In other words, this Program **may not** be considered a one-time opportunity and **may be** available in the future.

### How the Voluntary Property Buyout Program Works

This property acquisition program is just one of many programs being offered through FEMA's HMGP. In a Buyout Program, also known as an "acquisition" program, the city will work with residents, who are participating voluntarily and own an improved property with permitted residential structure(s) that has been damaged or is at imminent risk to be damaged by a natural hazard event. Through the Program, the City is able to buy property from affected individuals based on an appraisal of the fair market value at a predetermined date, acquire title, demolish the structure(s), and revert it to open space. By law, upon closing, the property would be owned by the City and must forever remain open space land. At closing, the property will be deed restricted

as open space in perpetuity and cannot be redeveloped, except for limited allowable conservation/open space uses that are approved by FEMA Region 9. The City cannot sell it to private individuals or develop it in perpetuity.

FEMA **does not** buy houses directly from the property owners. This Program is a typical real estate transaction between a seller and buyer, with the City being the buyer. The Program is funded by FEMA who will pay 75% of all eligible expenses. For this Program, the remaining cost share of 25% must be borne by the seller (property owner) except for certain in-kind costs borne by the City.

The Program is administered by Cal OES and directly overseen by the City. Homeowners do not apply directly to FEMA or Cal OES for a buyout, as they are not considered disaster assistance, but rather a grant under the HMGP. Mitigation grants are complementary programs to the disaster assistance programs and have their own rules and regulations.

Based on applications received from each interested property owner, the City will identify properties where buyouts make the most sense based on, but not limited to, the scope of existing structural damage as determined by the City's Building Official through a property inspection, open space value, community needs, and FEMA program requirements.

## **Program Steps**

### **1. Application Process**

Property owners of interest with structures that are destroyed, damaged, or imminently at-risk must voluntarily fill out an application (attached) and submit it to the City no later than close of business (4:30 PM Pacific Time) **November 8, 2024** to be considered eligible within this first round of the Program offering.

### **2. Application Screening**

The City and Cal OES will review all property applications received by the November 8, 2024 deadline to ensure that each property meets FEMA's eligibility requirements and will pass cost-effectiveness, environmental and historic preservation reviews, as summarized below:

- **Cost Effectiveness** - Cost-effectiveness is determined by FEMA's Benefit Cost Analysis (BCA) methodology and determined via FEMA's software toolkit. This is the hardest hurdle for most program applications to clear. Many sound proposals across the state do not meet this component and will then be removed from initial consideration.

- **Environmental and Historic Preservation** - The environmental and historic preservation (EHP) review process is intended to ensure all program applications align with and meet all the provisions of the National Environmental Preservation Act (NEPA), California Environmental Quality Act (CEQA), and program-specific reviews. This compliance assessment process can take several months to complete and the city to receive FEMA approval.

Both of the BCA and EHP review processes may take many applications out of initial consideration. These strict reviews limit the properties that can be considered in the Program.

### **3. Prioritization Criteria for Selecting Properties**

The City along with Cal OES and FEMA must ensure that each application follows program rules/regulations and comply with BCA and EHP laws and guidance. Properties deemed eligible by FEMA for the Program will then proceed to the selection process.

Minimum eligibility includes:

- The property is not bank owned (mortgages do not constitute bank ownership for purposes of this Program). This Program does not apply to properties currently owned in title by a bank or other institutional financial institution through a foreclosure or other similar means;
- The property has not sold since December 1, 2022 (based upon Los Angeles County Tax and/or parcel records);
- The property must be improved with a legally permitted structure(s) based on records on file with the City's Building and Safety Division; and,
- Applicants must be the legal owners of the improved structures according to the Assessor's records and building permit records on file at the City's Building and Safety Division.

A property will be selected by the City to proceed with escrow based on the following prioritization order:

- Properties with a structure that has been red-tagged by the City's Building Official;
- Properties with a structure that has been yellow-tagged by the City's Building Official;
- Properties with structures that are in imminent jeopardy of becoming red- or yellow-tagged due to their close proximity to land movement elements (i.e.

fissures, grabens, sinkholes, etc.);

- Properties that have been de-energized indefinitely;
- Properties that may benefit the City's Landslide stabilization and winterization efforts as determined by the City's Public Works Director; and,
- Properties that contribute to the overall value of the adjacent Palos Verdes Nature Preserve as determined by the City's Recreation and Parks Director.

Property owners that are interested in the provisions of this program are encouraged to request a voluntary inspection by the City's Building Official no later than **5:30 p.m. on Monday, November 4, 2024**.

#### **4. Property Owner Notification**

The City will notify, in writing, property owners that they have been selecting to proceed with escrow.

#### **5. Property Appraisals**

The sale price offered to a resident is determined by an appraisal conducted by a licensed property appraiser. For most residents, you will be offered pre-incident fair market value based on December 1, 2022, before land movement accelerated due to the heavy precipitation associated with the atmospheric river storms.

A licensed appraiser hired by the City conducts these appraisals. Cal OES will hire a certified appraiser to review the methodologies used to calculate the value and prepare the appraisal report. If a resident would like to appeal this offer, they may hire their own licensed appraiser, out of pocket, to conduct an independent appraisal. This second appraisal will also be reviewed by the Cal OES review appraiser.

If there are mortgages or liens held against the property, the fair market value paid to the property owner will be decreased by this amount. In other words, all mortgage obligations or property liens will be retired first.

#### **6. FEMA Project Approval**

FEMA will notify Cal OES once all the submitted properties are deemed fully eligible and receive official approval. Once FEMA awards the grant funds for the buyout, Cal OES will work with the City on next steps. No construction or demolition activities may take place before FEMA approves the grant (excluding the City's Landslide stabilization and

winterization activities).

## **7. Release of Liability and Indemnification Agreement**

Any property owner who accepts a buyout offer shall be required to sign a liability release and hold harmless/indemnification agreement. As a condition of acceptance, property owners must withdraw any claims for personal injury or property damage against the City in connection with the Landslide and in connection with all of the City's activities and efforts related to the Landslide, and dismiss any lawsuit against the City on the basis of same. A property owner must also release the City from liability from any and all past or future claims or other actions in law or equity for any personal injury or property damage based on any of the City's actions in connection with the Landslide, in perpetuity.

## **8. Closing**

Once a homeowner accepts a buyout offer, the average closing takes about 45 days. The City will conduct the purchase and title transfer.

## **9. Property Transition**

Upon closing escrow, all property structures and improvements will be required to be demolished and the lot cleared for open space. Each parcel may be required to be regraded and restored so that it does not create a safety issue to the public.

## **Eligible Costs**

If a property owner voluntary chooses to participate in this Program, FEMA's grant funding will pay 75% of the total fair market value as established on December 1, 2022, the total fair market value will include the following:

- a. Property value as established by licensed real-estate appraiser
- b. Appraisals costs
- c. Title search costs
- d. Lot survey costs, if necessary
- e. Real estate transaction fees
- f. Closing costs
- g. Demolition costs
- h. Environmental/hazardous waste remediation (lead-based paint, asbestos, etc.) costs
- i. Site restoration (grading, seeding) costs

Like any other real estate sale, property owners will be responsible for the moving costs and other costs associated with renting or buying new property. Since property acquisition relies on voluntary participation, the government does not pay any relocation costs. However, there are exceptions for any tenant who is displaced by an owner's decision to sell.

### **Voluntary Participation**

This Program is strictly voluntary. Homeowners are not being forced to relinquish their property and the City will not use eminent domain to acquire a property.

### **Voluntary Withdrawal**

Property owners who have been selected to proceed with the purchase of their property may withdrawal at any time prior to closing. Once closing occurs, the real estate transaction is complete and final.

### **Landslide Stabilization and Winterization**

This Program is not intended to replace or suspend City efforts to stabilize the Landslide and implement winterization measures and activities. With or without participation in this Program, the City is committed to continuing with its stabilization and winterization activities and efforts.

### **Timeline and Expectations**

Despite efforts to compensate you fairly, property acquisition may not make you "whole" again, but it is often the best option for people who do not want to accept a certain level of risk in their day-to-day life and are at imminent risk of losing their home.

Moreover, the process can be lengthy. Applying for funds, waiting for FEMA approval, transferring funds, conducting appraisals and closings, etc., take time. Even the easiest real estate transactions take months to complete under ideal circumstances. Adding Federal and State government processes may slow down the transaction; however, the amount of funding offered through this option is typically the highest property values available for residents living in hazard prone areas.

### **Duplication of Benefits**

Because federal funds are used to acquire property, FEMA cannot duplicate the benefits paid by one program with benefits from another source. This means that FEMA will require the City to subtract from the purchase price the amount of other assistance the individual property owner might receive for the same purpose. This assistance includes grants that are available to

**Greater Portuguese Bend Landslide**  
**Voluntary Property Buyout Program Guidelines**  
**Page 7**

individuals or insurance payouts. The \$10,000 assistance payment through the Social Program provided by Supervisor Hahn to eligible residents in the area does NOT count as a federal duplication of benefit.

If the property owner received any insurance payouts to repair their home, they must show they used that funding to make the repairs before the closing, or else the fair market value will be lowered by this amount. In other words, if your structure was damaged, you cannot receive an insurance payout to repair the structure and a full pre-event fair market value at closing.

**Non-Federal Cost Share (aka the "Match Contribution")**

FEMA only provides 75% of the funding in the HMGP. To meet cost-sharing requirements for this FEMA grant program, property owners will contribute approximately the remaining 25% contribution for their property through an additional reduction of their fair market value payment. An amount will be reduced from the payment at closing and held in escrow to cover the balance of the remaining activities (e.g. demolition and site restoration). The property owner will receive any additional balance upon completion of site restoration during closeout.

**Who to Contact with Questions**

Inquiries on the Program should be emailed to [landmovement@rpvca.gov](mailto:landmovement@rpvca.gov).

**Conclusion**

This handout is intended to ensure affected property owners get all the information they need about the Buyout Program so they can make an informed decision.



FEMA



## Greater Portuguese Bend Landslide Voluntary Property Buyout Program Application

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### **GENERAL INFORMATION:**

1. Property Owner Name(s) (as shown on title): \_\_\_\_\_
2. Property Address: \_\_\_\_\_
3. Property Latitude and Longitude: \_\_\_\_\_
4. Mailing Address (if different than above): \_\_\_\_\_
5. Phone Number: \_\_\_\_\_ 6. Email Address: \_\_\_\_\_

### **PROPERTY INFORMATION:**

7. Starting Date of Property Ownership: \_\_\_\_\_ 8. Year built: \_\_\_\_\_
9. Square footage: \_\_\_\_\_ 10. Lot size: \_\_\_\_\_
11. Foundation type (slab on grade, basement, etc.) \_\_\_\_\_
12. Describe Existing Property Improvements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

13. Are there any existing outbuildings or accessory dwelling units? If yes, describe each structure and list its square footage and foundation type:  
\_\_\_\_\_  
\_\_\_\_\_

14. Is the property owner occupied or rented?  owner-occupied  rented  both  
If rented, list the number of occupants: \_\_\_\_\_

15. Has your property been recently inspected by the City's Building Official?  yes  no  
If yes, has your property officially or visually been declared:  red-tagged  yellow-tagged

16. What is the estimated value of your property, as of December 1, 2022? (You may reference real estate websites such as Red Fin or Zillow) \$\_\_\_\_\_

17. Are you willing to sign a hold harmless/indemnification agreement with the City of Rancho Palos Verdes, if selected to participate in this Program and proceed with escrow?  yes  no

18. Are you willing to contribute 25% towards the acquisition cost of your property?  
 yes  no

**As part of this application, you must complete the following forms:**

Attachment 1: FEMA Declaration and Release form

Attachment 2: Statement of voluntary interest

Attachment 3: FEMA Model Deed Restriction

I/We authorize the City to proceed with this application:

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Name(s)

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Signature(s) - (By typing my name above, I acknowledge that this constitutes my electronic signature.)

---

Date signed

Property owners of interest with structures that are destroyed, damaged, or imminently at-risk must voluntarily fill out this application and submit it to the City no later than close of business (4:30 PM Pacific Time) November 8, 2024 to be considered eligible within this first round of the Program offering. Complete this form and email it to [landmovement@rpvca.gov](mailto:landmovement@rpvca.gov), or print and return it to City Hall at 30940 Hawthorne Boulevard in Rancho Palos Verdes.

DEPARTMENT OF HOMELAND SECURITY  
Federal Emergency Management Agency  
**DECLARATION AND RELEASE**

OMB. No. 1660-0002  
Expires March 31, 2024

**PAPERWORK BURDEN DISCLOSURE NOTICE**

Public reporting burden for this data collection is estimated to average 2 minutes per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472-3100, Paperwork Reduction Project (1660-0002).

**NOTE: Do not send your completed form to this address.**

**PRIVACY ACT STATEMENT**

**AUTHORITY:** FEMA collects, uses, maintains, retrieves, and disseminates the records within this system under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), Pub. L. No. 93-288, as amended (42 U.S.C. §§ 5121-5207); 6 U.S.C. §§ 776-77, 795; the Debt Collection Improvement Act of 1996, 31 U.S.C. §§ 3325(d), 7701(c)(1); the Government Performance and Results Act, Pub. L. No. 103-62, as amended; Reorganization Plan No. 3 of 1978; Executive Order 13411, "Improving Assistance for Disaster Victims," August 29, 2006; and Executive Order 12862 "Setting Customer Service Standards," September 11, 2003, as described in this notice.

**PRINCIPAL PURPOSE(S):** This information is being collected for the primary purpose of determining eligibility and administrating financial assistance under a Presidentially-declared disaster. Additionally, information may be reviewed internally within FEMA for quality assurance purposes and used to assess FEMA's customer service to disaster assistance applicants. FEMA collects the social security number (SSN) to verify an applicant's identity and to prevent a duplication of benefits.

**ROUTINE USE(S):**

FEMA may share the personal information of U.S. citizens and lawful permanent residents contained in their disaster assistance files outside of FEMA as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended, including pursuant to routine uses published in DHS/FEMA-008 Disaster Recovery Assistance Files Notice of System of Records, 78 Fed. Reg. 25,282 (Apr. 30, 2013) and upon written request, by agreement or as required by law.

FEMA may share the personal information of non-citizens, as described in the following Privacy Impact Assessments: DHS/FEMA/PIA-012(a) Disaster Assistance Improvement Plain (DAIP) (Nov. 16, 2012); DHS/FEMA/PIA-027 National Emergency Management Information System - Individual Assistance (NEMIS-IA) Web-based and Client-based Modules (June 29, 2012); DHS/FEMA/PIA-015 Quality Assurance Recording System (Aug. 15, 2014). FEMA may share your personal information with federal, state, tribal, local agencies and voluntary organizations to enable individuals to receive additional disaster assistance, to prevent duplicating your benefits, or for FEMA to recover disaster funds received erroneously, spent inappropriately, or through fraud.

**CONSEQUENCES OF FAILURE TO PROVIDE INFORMATION:** The disclosure of information, including the SSN, on this form is voluntary; however, failure to provide the information requested may delay or prevent the individual from receiving disaster assistance.

**DECLARATION AND RELEASE**

In order to be eligible to receive FEMA Disaster Assistance, a member of the household must be a citizen, non-citizen national or qualified alien of the United States. **Please read the form carefully, sign the sheet and return it to the Inspector, and show him/her a current form of photo identification.** Please feel free to consult with an attorney or other immigration expert if you have any questions.

I hereby declare, under penalty of perjury that (check one):

I am a citizen or non-citizen national of the United States.  
 I am a qualified alien of the United States.  
 I am the parent or guardian of a minor child who resides with me and who is a citizen, non-citizen national or qualified alien of the United States. Print full name and age of minor child: \_\_\_\_\_

**By my signature I certify that:**

\* Only one application has been submitted for my household.  
\* All information I have provided regarding my application for FEMA disaster assistance is true and correct to the best of my knowledge.  
\* I will return any disaster aid money I received from FEMA or the State if I receive insurance or other money for the same loss, or if I do not use FEMA disaster aid money for the purpose for which it was intended.

**I understand that,** if I intentionally make false statements or conceal any information in an attempt to obtain disaster aid, it is a violation of federal and State laws, which carry severe criminal and civil penalties, including a fine up to \$250,000, imprisonment, or both (18 U.S.C. §§ 287, 1001, and 3571).

**I understand that** the information provided regarding my application for FEMA disaster assistance may be subject to sharing within the Department of Homeland Security (DHS) including, but not limited to, the Bureau of Immigration and Customs Enforcement.

**I authorize FEMA to verify** all information given by me about my property/place of residence, income, employment and dependents in order to determine my eligibility for disaster assistance; and

**I authorize** all custodians of records of my insurance, employer, any public or private entity, bank financial or credit data service to release information to FEMA and/or the State upon request.

NAME (print)	SIGNATURE	DATE OF BIRTH	DATE SIGNED
INSPECTOR ID #	FEMA APPLICATION #	DISASTER #	
ADDRESS OF DAMAGED PROPERTY	CITY	STATE	ZIP CODE



FEMA

# Notice of Voluntary Interest

City of Rancho Palos Verdes  
Greater Portuguese Bend Landslide  
Voluntary Property Buyout Program

## Homeowner Interest Sign-up Sheet and Voluntary Interest Notice

Please complete this form if you are interested in exploring further your options for reducing your landslide-related losses. **Signing this does not commit you to any action.**

Property Address:

Owner(s) Mailing Address:

Owner(s) Name(s):

Contact Telephone Number:

**The local government is required by FEMA to inform you that your participation in this project for open-space acquisition is voluntary. Neither the *State* nor the *Local Government* will use its eminent domain authority to acquire the property for open-space purposes if you choose not to participate in a Hazard Mitigation Assistance grant program, or if negotiations fail.**

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Owners Signature

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Date

---

Owners Signature

---

Date

---

Owners Signature

---

Date

## FEMA Model Deed Restriction

Exhibit A is FEMA's Model Deed Restrictions that support 44 C.F.R. Part 80 requirements. Applications requesting mitigation assistance to acquire properties for open space purposes must include a copy of the deed restriction language proposed to meet these requirements.

The deed conveying the property to the locality must reference and incorporate Exhibit A (or equivalent name). Any variation from the model deed restriction can only be made with prior approval from FEMA's Office of Chief Counsel. Such requests should be made to the FEMA Regional Administrator through the relevant State or Tribal Office. Exhibit A shall be attached to the deed when recorded.

### Exhibit A

In reference to the property or properties ("Property") conveyed by the Deed between \_\_\_\_\_ (property owner) participating in the federally-assisted acquisition project ("the Grantor") and the City of Rancho Palos Verdes ("the Grantee"), its successors and assigns:

WHEREAS, the Flood Mitigation Assistance Program, as authorized in the National Flood Insurance Reform Act of 1994, Sections 1366 and 1367, (42 USC §§ 4104c, 4104d), identifies the use of FMA funds for planning and carrying out activities designed to reduce the risk of flood damage to structures insurable under the National Flood Insurance Program;

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of disaster relief funds under § 5170c, Hazard Mitigation Grant Program, including the acquisition and relocation of structures in the floodplain;

WHEREAS, The Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("The Stafford Act"), 42 U.S.C. § 5121 et seq., identifies the use of pre-disaster mitigation grants under § 5133, Pre-Disaster Mitigation, to assist States and local governments in implementing cost-effective hazard mitigation measures to reduce injuries, loss of life, and damage and destruction of property;

WHEREAS, the Repetitive Flood Claims program, as authorized by Section 1323 of the National Flood Insurance Act of 1968 (42 USC §§ 4030), as amended by the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, identifies the use of RFC funds for reducing flood damages to individual properties for which one or more claim payments for losses have been made under flood insurance coverage and that will result in the greatest savings to the National Flood Insurance Fund in the shortest period of time;

WHEREAS, the Severe Repetitive Loss Pilot Program, as authorized under Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 USC 4011 et seq., as amended by the National Flood Insurance Reform Act of 1994; Public Law 103-325, and the Bunning-Bereuter-

Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, identifies the use of SRL funds for uses that reduce flood damages to properties insured under the National Flood Insurance Program;

WHEREAS, the mitigation grant program provides a process for a local government, through the State, to apply for federal funds for mitigation assistance to acquire interests in property, including the purchase of structures in the floodplain, to demolish and/or remove the structures, and to maintain the use of the Property as open space in perpetuity;

WHEREAS, the state has applied for and been awarded such funding from the Department of Homeland Security, Federal Emergency Management Agency and has entered into a mitigation grant program with FEMA and herein incorporated by reference; making it a mitigation grant program grantee.

WHEREAS, the Property is located in the City of Rancho Palos Verdes, and the City of Rancho Palos Verdes participates in the National Flood Insurance Program and is in good standing with NFIP as of the date of the Deed;

WHEREAS, the City of Rancho Palos Verdes, acting by and through the Rancho Palos Verdes City Council, has applied for and been awarded federal funds pursuant to an agreement with the State of California ("State-Local Agreement"), and herein incorporated by reference, making it a mitigation grant program subgrantee;

WHEREAS, the terms of the mitigation grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement require that the Grantee agree to conditions that restrict the use of the land to open space in perpetuity in order to protect and preserve natural floodplain values;

Now, therefore, the grant is made subject to the following terms and conditions:

1. Terms. Pursuant to the terms of the Hazard Mitigation Grant program statutory authorities, Federal program requirements consistent with 44 C.F.R. Part 80, the Grant Agreement, and the State-local Agreement, the following conditions and restrictions shall apply in perpetuity to the Property described in the attached deed and acquired by the Grantee pursuant to FEMA program requirements concerning the acquisition of property for open space:

a. Compatible uses. The Property shall be dedicated and maintained in perpetuity as open space for the conservation of natural floodplain functions. Such uses may include: parks for outdoor recreational activities; wetlands management; nature reserves; cultivation; grazing; camping (except where adequate warning time is not available to allow evacuation); unimproved, unpaved parking lots; buffer zones; and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.

b. Structures. No new structures or improvements shall be erected on the Property other than:

i. A public facility that is open on all sides and functionally related to a designated open space or recreational use;

ii. A public restroom; or

iii. A structure that is compatible with open space and conserves the natural function of the floodplain, including the uses described in Paragraph 1.a., above, and approved by the FEMA Administrator in writing before construction of the structure begins.

Any improvements on the Property shall be in accordance with proper floodplain management policies and practices. Structures built on the Property according to paragraph b. of this section shall be floodproofed or elevated to at least the base flood level plus 1 foot of freeboard, or greater, if required by FEMA, or if required by any State, Tribal, or local ordinance, and in accordance with criteria established by the FEMA Administrator.

c. Disaster Assistance and Flood Insurance. No Federal entity or source may provide disaster assistance for any purpose with respect to the Property, nor may any application for such assistance be made to any Federal entity or source. The Property is not eligible for coverage under the NFIP for damage to structures on the property occurring after the date of the property settlement, except for pre-existing structures being relocated off the property as a result of the project.

d. Transfer. The Grantee, including successors in interest, shall convey any interest in the Property only if the FEMA Regional Administrator, through the State, gives prior written approval of the transferee in accordance with this paragraph.

i. The request by the Grantee, through the State, to the FEMA Regional Administrator must include a signed statement from the proposed transferee that it acknowledges and agrees to be bound by the terms of this section, and documentation of its status as a qualified conservation organization if applicable.

ii. The Grantee may convey a property interest only to a public entity or to a qualified conservation organization. However, the Grantee may convey an easement or lease to a private individual or entity for purposes compatible with the uses described in paragraph (a), of this section, with the prior approval of the FEMA Regional Administrator, and so long as the conveyance does not include authority to control and enforce the terms and conditions of this section.

iii. If title to the Property is transferred to a public entity other than one with a conservation mission, it must be conveyed subject to a conservation easement that shall be recorded with the deed and shall incorporate all terms and conditions set forth in this section, including the easement holder's responsibility to enforce the easement. This shall be accomplished by one of the following means:

a) The Grantee shall convey, in accordance with this paragraph, a conservation easement to an entity other than the title holder, which shall be recorded with the deed, or

b) At the time of title transfer, the Grantee shall retain such conservation easement, and record it with the deed.

iv. Conveyance of any property interest must reference and incorporate the original deed restrictions providing notice of the conditions in this section and must incorporate a provision for the property interest to revert to the State, Tribe, or local government in the event that the transferee ceases to exist or loses its eligible status under this section.

2. Inspection. FEMA, its representatives and assigns including the state or tribe shall have the right to enter upon the Property, at reasonable times and with reasonable notice, for the purpose of inspecting the Property to ensure compliance with the terms of this part, the Property conveyance and of the grant award.

3. Monitoring and Reporting. Every three years on \_\_\_\_\_[date], the Grantee (mitigation grant program subgrantee), in coordination with any current successor in interest, shall submit through the State to the FEMA Regional Administrator a report certifying that the Grantee has inspected the Property within the month preceding the report, and that the Property continues to be maintained consistent with the provisions of 44 C.F.R. Part 80, the property conveyance, and the grant award.

4. Enforcement. The Grantee (mitigation grant program subgrantee), the State, FEMA, and their respective representatives, successors and assigns, are responsible for taking measures to bring the Property back into compliance if the Property is not maintained according to the terms of 44 C.F.R. Part 80, the property conveyance, and the grant award. The relative rights and responsibilities of FEMA, the State, the Grantee, and subsequent holders of the property interest at the time of enforcement, shall include the following:

a. The State will notify the Grantee and any current holder of the property interest in writing and advise them that they have 60 days to correct the violation.

i. If the Grantee or any current holder of the property interest fails to demonstrate a good faith effort to come into compliance with the terms of the grant within the 60-day period, the State shall enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to bringing an action at law or in equity in a court of competent jurisdiction.

ii. FEMA, its representatives, and assignees may enforce the terms of the grant by taking any measures it deems appropriate, including but not limited to 1 or more of the following:

a) Withholding FEMA mitigation awards or assistance from the State or Tribe, and Grantee; and current holder of the property interest.

b) Requiring transfer of title. The Grantee or the current holder of the property interest shall bear the costs of bringing the Property back into compliance with the terms of the grant; or

c) Bringing an action at law or in equity in a court of competent jurisdiction against any or all of the following parties: the State, the Tribe, the local community, and their respective successors.

5. Amendment. This agreement may be amended upon signatures of FEMA, the state, and the Grantee only to the extent that such amendment does not affect the fundamental and statutory purposes underlying the agreement.

6. Severability. Should any provision of this grant or the application thereof to any person or circumstance be found to be invalid or unenforceable, the rest and remainder of the provisions of this grant and their application shall not be affected and shall remain valid and enforceable.

[Signed by Grantor(s) and Grantee, witnesses and notarization in accordance with local law.]

Grantor's Signature \_\_\_\_\_

Date \_\_\_\_\_

Name (printed or typed) \_\_\_\_\_

Grantee's Signature \_\_\_\_\_

Date \_\_\_\_\_

Grantee's Name \_\_\_\_\_

Grantee's Title \_\_\_\_\_

Last Updated:

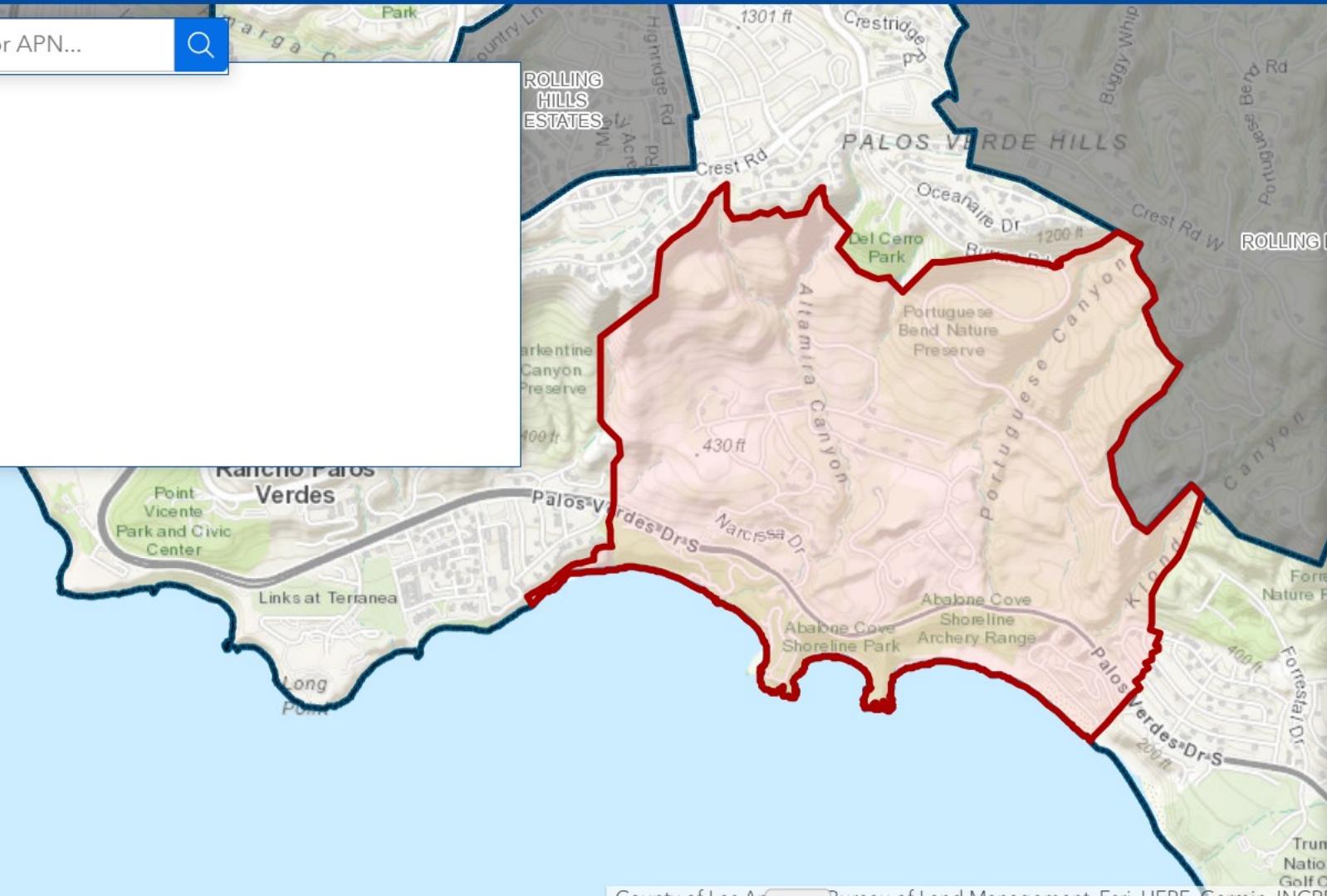
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## Legend

Portuguese Bend Landslide Complex



Basemap

City Boundary



Adjacent Cities



**PROFESSIONAL SERVICES AGREEMENT**

**By and Between**

**CITY OF RANCHO PALOS VERDES**

**and**

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**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF RANCHO PALOS VERDES AND**

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THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into on \_\_\_\_\_, 2023 by and between the **CITY OF RANCHO PALOS VERDES**, a California municipal corporation (“City”) and \_\_\_\_\_, a [form of company] (“Consultant”). City and Consultant may be referred to, individually or collectively, as “Party” or “Parties.”

**RECITALS**

A. City has sought, by issuance of a Request for Proposals, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Rancho Palos Verdes Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

**OPERATIVE PROVISIONS**

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1. SERVICES OF CONSULTANT**

**1.1 Scope of Services.**

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the “Scope of Services”, as stated in the Proposal, attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose

intended. For purposes of this Agreement, the phrase “highest professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

### **1.2 Consultant’s Proposal.**

The Scope of Service shall include the Consultant’s Proposal which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such Proposal and this Agreement, the terms of this Agreement shall govern.

### **1.3 Compliance with Law.**

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

### **1.4 California Labor Law.**

If the Scope of Services includes any “public work” or “maintenance work,” as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, Section 16000 *et seq.*, and if the total compensation is \$1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws, including the following requirements:

(a) Public Work. The Parties acknowledge that some or all of the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The

Consultant shall, as a penalty to the City, forfeit \$200 (two hundred dollars) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(d) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subconsultant to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 (sixty) days after concluding work pursuant to this Agreement, Consultant and each of its subconsultants shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Consultant acknowledges that 8 (eight) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to the City, forfeit \$25 (twenty five dollars for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 (eight) hours in any one calendar day and 40 (forty) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of 8 (eight) hours per day, and 40 (forty) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and 1½ (one and one half) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

Consultant's Authorized Initials \_\_\_\_\_

(i) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

**1.5 Licenses, Permits, Fees and Assessments.**

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

**1.6 Familiarity with Work.**

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer in the form of a Change Order.

**1.7 Care of Work.**

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

## **1.8      Further Responsibilities of Parties.**

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

## **1.9      Additional Services**

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written Change Order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant.

Any increase in compensation of up to 15% (fifteen percent) of the Contract Sum; or, in the time to perform of up to 90 (ninety) days, may be approved by the Contract Officer through a written Change Order. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other Consultants. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

If in the performance of the Services, the Contractor becomes aware of material defects in the Scope of Work, duration, or span of the Services, or the Contractor becomes aware of extenuating circumstance that will or could prevent the completion of the Services, on time or on budget, the Contractor shall inform the City's Contract Officer of an anticipated Change Order. This proposed change order will stipulate the facts surrounding the issue, proposed solutions, proposed costs, and proposed schedule impacts.

## **1.10    Special Requirements.**

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

## **ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.**

### **2.1 Contract Sum.**

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed \$ \_\_\_\_\_ ( \_\_\_\_\_ Dollars) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.9.

### **2.2 Method of Compensation.**

(a) The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, and (b) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

(b) A retention of 10% shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory and timely completion of services. This retention shall not apply for on-call agreements for continuous services or for agreements for scheduled routine maintenance of City property or City facilities.

### **2.3 Reimbursable Expenses.**

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

### **2.4 Invoices.**

Each month Consultant shall furnish to City an original invoice, using the City template, or in a format acceptable to the City, for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within 45 (forty-five) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

### **2.5 Waiver.**

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

## **ARTICLE 3. PERFORMANCE SCHEDULE**

### **3.1 Time of Essence.**

Time is of the essence in the performance of this Agreement.

### **3.2 Schedule of Performance.**

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer through a Change Order, but not exceeding 60 (sixty) days cumulatively.

### **3.3 Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of 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 Consultant shall within 10 (ten) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer 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 Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of

this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

### **3.4 Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding \_\_\_\_\_, except as otherwise provided in the Schedule of Performance (Exhibit "D").

## **ARTICLE 4. COORDINATION OF WORK**

### **4.1 Representatives and Personnel of Consultant.**

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

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(Name)

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(Title)

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(Name)

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(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only the personnel included in the Proposal to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. City shall have the right to approve or reject any proposed replacement personnel, which approval shall not be unreasonably withheld.

### **4.2 Status of Consultant.**

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or

any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

#### **4.3 Contract Officer.**

The Contract Officer shall be [NAME], [TITLE], or such person as may be designated by the Director of \_\_\_\_\_. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

#### **4.4 Independent Consultant.**

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

#### **4.5 Prohibition Against Subcontracting or Assignment.**

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City; all subcontractors included in the Proposal are deemed approved. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more 25% (twenty five percent) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

## **ARTICLE 5. INSURANCE AND INDEMNIFICATION**

### **5.1 Insurance Coverages.**

Without limiting Consultant's indemnification of City, and prior to commencement of any services under this Agreement, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional liability (errors & omissions) insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the 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.

(d) Workers' compensation insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

### **5.2 General Insurance Requirements.**

(a) Proof of insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be

approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of coverage. Consultant shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Consultant, its agents, representatives, employees or subconsultants.

(c) Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain and continuously maintain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or that 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 City's Risk Manager.

(f) Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of contract provisions (non-estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements not limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other

requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a 30 (thirty) day notice of cancellation (except for nonpayment for which a 10 (ten) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of undisclosed coverage limitations. 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.

(l) Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass through clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. 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 consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant 90 (ninety) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Self-insured retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely notice of claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

### **5.3 Indemnification.**

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional

services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

## **ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION**

### **6.1 Records.**

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

### **6.2 Reports.**

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

### **6.3 Ownership of Documents.**

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this

Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, Consultant with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

#### **6.4 Confidentiality and Release of Information.**

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

## **ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION**

### **7.1 California Law.**

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

### **7.2 Disputes; Default.**

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is 15 (fifteen) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

### **7.3 Retention of Funds.**

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

### **7.4 Waiver.**

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other

provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

#### **7.5 Rights and Remedies are Cumulative.**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

#### **7.6 Legal Action.**

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

#### **7.7 Termination Prior to Expiration of Term.**

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

#### **7.8 Termination for Default of Party.**

If termination is due to the failure of the other Party to fulfill its obligations under this Agreement:

(a) City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the

compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

(b) Consultant may, after compliance with the provisions of Section 7.2, terminate the Agreement upon written notice to the City's Contract Officer. Consultant shall be entitled to payment for all work performed up to the date of termination.

### **7.9 Attorneys' Fees.**

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## **ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION**

### **8.1 Non-liability of City Officers and Employees.**

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

### **8.2 Conflict of Interest.**

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

### **8.3 Covenant Against Discrimination.**

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

### **8.4 Unauthorized Aliens.**

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

## **ARTICLE 9. MISCELLANEOUS PROVISIONS**

### **9.1 Notices.**

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Rancho Palos Verdes, 30940 Hawthorne Blvd., Rancho Palos Verdes, California 90275 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in 72 (seventy two) hours from the time of mailing if mailed as provided in this section.

### **9.2 Interpretation.**

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

### **9.3 Counterparts.**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

#### **9.4 Integration; Amendment.**

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

#### **9.5 Severability.**

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

#### **9.6 Warranty & Representation of Non-Collusion.**

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials \_\_\_\_\_

**9.7 Corporate Authority.**

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF RANCHO PALOS VERDES, a municipal corporation

---

John Cruikshank, Mayor

**ATTEST:**

---

Teresa Takaoka, City Clerk

**APPROVED AS TO FORM:**  
ALESHIRE & WYNDER, LLP

---

Elena Q. Gerli, City Attorney

**CONSULTANT:**

---

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On \_\_\_\_\_, 2023 before me, \_\_\_\_\_, personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

## OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

### CAPACITY CLAIMED BY SIGNER

INDIVIDUAL  
CORPORATE OFFICER

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_

TITLE(S)

PARTNER(S)        LIMITED  
GENERAL  
ATTORNEY-IN-FACT  
TRUSTEE(S)  
GUARDIAN/CONSERVATOR  
OTHER \_\_\_\_\_

\_\_\_\_\_

NUMBER OF PAGES

\_\_\_\_\_

DATE OF DOCUMENT

### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: \_\_\_\_\_

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#### CAPACITY CLAIMED BY SIGNER

INDIVIDUAL

CORPORATE OFFICER

#### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_

TITLE OR TYPE OF DOCUMENT

PARTNER(S)  LIMITED

GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER \_\_\_\_\_

\_\_\_\_\_

NUMBER OF PAGES

\_\_\_\_\_

DATE OF DOCUMENT

#### SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

\_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE

## **EXHIBIT “A”**

### **SCOPE OF SERVICES**

- I.** Consultant will perform the following Services:
  - A. [COPY AND PASTE FROM PROPOSAL, OR INSERT SCOPE OF WORK PAGES]
- II.** As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:
  - A.
- III.** In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:
  - A.
- IV.** All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.
- V.** Consultant will utilize the following personnel to accomplish the Services:
  - A.

**EXHIBIT “B”**

**SPECIAL REQUIREMENTS**

**(Superseding Contract Boilerplate)**

Added text indicated in ***bold italics***, deleted text indicated in ~~strike~~through.

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following tasks at the following rates:**

	<b>RATE</b>	<b>TIME</b>	<b>SUB-BUDGET</b>
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____

**II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.9.**

**III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
- B. Line items for all materials and equipment properly charged to the Services.**
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**

**IV. The total compensation for the Services shall not exceed the Contract Sum as provided in Section 2.1 of this Agreement.**

**V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

**EXHIBIT "D"**  
**SCHEDULE OF PERFORMANCE**

**I. Consultant shall perform all services timely in accordance with the following schedule:**

	<u>Days to Perform</u>	<u>Deadline Date</u>
A. Task A	_____	_____
B. Task B	_____	_____
C. Task C	_____	_____

**II. Consultant shall deliver the following tangible work products to the City by the following dates.**

- A.
- B.
- C.

**III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2. Any further extensions require City Council approval.**

