

City of Rancho Palos Verdes Request for Proposals

Fraud, Waste, & Abuse Hotline

Third-Party Investigative Providers (Financial)

Due: 5:00 p.m. on April 22, 2015



City of Rancho Palos Verdes

Attention: Sean M. Robinson, Human Resources Manager

30940 Hawthorne Blvd, Rancho Palos Verdes, CA 90275

Phone: (310) 544-5331 | Email: Srobinson@rpvca.gov

**CITY OF RANCHO PALOS VERDES REQUEST FOR PROPOSALS
FRAUD, WASTE, & ABUSE HOTLINE SERVICE
Third-Party Investigative Providers (Financial)**

1. INTRODUCTION AND PROJECT

The City of Rancho Palos Verdes is requesting proposals from qualified professionals to supplement the implementation of an Anonymous Fraud, Waste, & Abuse Hotline (Hotline). The successful proposer will be responsible for conducting impartial external analysis of reports submitted to the Hotline. Specifically, the City is seeking a Certified Public Accounting firm with extensive experience working for public agencies in California to serve as an independent municipal financial and accounting expert in conjunction with the Hotline implementation.

The City will select one or more firms, based on demonstrated competence and a cost effective approach, to enter into an on-call, services-as-needed Professional Services Agreement (PSA) to provide as-needed service for the City in connection with certain reports submitted to the Hotline with regard to financial matters and allegations of abuse by a City Council Member, the City's attorneys, City staff, or by outside vendors. Implementation of the Hotline is anticipated by the end of April, 2015. The Professional Services Agreement will be in place by that time.

2. BACKGROUND

The City of Rancho Palos Verdes is a scenic, upscale, residential coastal community, with a population of approximately 42,000, located on the Palos Verdes Peninsula of southwestern Los Angeles County.

The City of Rancho Palos Verdes is a contract city, meaning that some services are provided by contract with agencies (both public and private) and some services are delivered by the City's own employees. City Attorney services are delivered pursuant to a contract with Richards, Watson & Gershon. Liebert, Cassidy, Whitmore provides legal services to the City in connection with personnel matters, and other outside attorneys are retained from time to time, as needed by the City. Police and fire protection is provided by the County of Los Angeles. The County of Los Angeles also provides sanitary, sewer and other specialized public works services, while library services are provided through a special district. Services provided by the City are construction and maintenance of streets and other infrastructure, planning and zoning activities, recreational activities, and an extensive system of public parks, open space and trails. Solid waste collection services are provided pursuant to contractual agreements with EDCO and UWS. The City has an in-house Department of Finance. Auditing services are provided by an independent certified public accounting firm (currently Vavrinek, Trine & Day, LLP).

City Government: Rancho Palos Verdes is a General Law 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 Council Members, including the Mayor and Mayor Pro-Tem. The City Council is elected on a non-partisan, at-large basis. Council Members are elected to four-year staggered terms with two or three Council Members elected every two years. The Council designates the Mayor and Mayor Pro-Tem for a one-year term. The City Manager is responsible for carrying out the policies and ordinances of the governing council, for overseeing the day-to-day operations of the government, and for appointing the heads of the government's departments. The City is fiscally sound and functions on an annual budget cycle.

Labor Force: The City of Rancho Palos Verdes has 62 authorized full time positions for FY 14-15, and its departments include an Administration Department, Finance Department, Community Development Department, Public Works Department and a Park and Recreation Department. Presently there is one bargaining unit that incorporates all employees minus the management staff.

3. SITUATION

The City began its research regarding the implementation of a confidential and anonymous city-wide Fraud, Waste, and Abuse Hotline in the fall of 2013, including the best practices associated with the development, implementation, and coordination of an internal and external Hotline. The City Council authorized the Deputy City Manager to execute a Master Services Agreement with The Network, Inc. on February 17, 2015.

The intent of this Request for Proposals (RFP) is to solicit service proposals from qualified firms to professional services to the City by entering into a Professional Services Agreement with the City for the review, analysis, and recommendations necessary in the investigation and processing of certain received Hotline reports. Specific to this RFP, the proposer will be responsible for the validation or invalidation of reports submitted by employees, residents, and non-resident concerned persons, which fall beyond the capacity of Staff to investigate, with regard to allegations of fraud, waste, abuse, and other wrongdoing in connection with the City of Rancho Palos Verdes government.

The contract to be awarded will be for an initial period of one (1) year, with up to three (3) additional, one (1) year options to renew at the sole discretion of the City. Therefore, proposals should reflect the maximum four (4) year term of the contract.

4. SCOPE OF SERVICES REQUIRED

All proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. The City of Rancho Palos Verdes is seeking the services of a highly qualified certified public accounting firm with extensive experience with California municipalities to assist with performing investigative services and/or case management services in connection with reports submitted via the Hotline. The successful proposer will demonstrate:

Advanced knowledge of the laws and practices related to financial services, financial reporting, forensic accounting, and financial auditing services in a municipal governmental setting. These should include specifically articulated knowledge of the policies, practices, and laws governing each of the aforementioned service areas. The successful proposers will be expected to comply with City Council direction in accordance with City Council Policy No. 50, ““The Case Manager shall be sufficiently trained to evaluate the validity and urgency of the Report and may review any Hotline Report with the City Attorney and City Manager, as appropriate, to determine if further investigation is warranted. Depending on the subject matter of the Hotline report, the Case Manager could be a City employee or an independent third-party.”

The definition for Investigator in the Hotline Policy includes the following:

“There might be times when the complexity and risk associated with some Hotline Reports could require additional resources or Experts currently not available within the City who may be utilized to assist in the investigation, oversee the investigation, or to conduct an independent review. These third-party Experts may include, but are not limited to: the Case Manager, an independent CPA, an independent auditor, specialized labor counsel, a Certified Fraud Examiner, or an independent legal expert.”

This RFP enables the City to review the qualifications of interested CPA firms and recommend a firm or firms to be retained as the CPA Expert that would serve in the capacity of Case Manager or Investigator based upon the Incident category reported, as well the facts and circumstances contained in the Hotline Report. Every Incident Report of an accounting/audit irregularity, fraud, improper loans to employees or officials or kickbacks would be directed to the CPA Expert in the role of Case Manager to ensure unbiased case processing.

As an example of the CPA Expert serving as the Case Manager: the retained CPA Expert would serve as the Case Manager (and not as an Investigator) in the event the Hotline Report asserts a significant misrepresentation of the City’s finances. These could include, but are not limited to, the adopted budget, Five-Year Financial Model, Capital Improvement Program, the audited financial statements included in the Comprehensive Annual Financial Report, or any other financial information that gives rise to a significant accounting or auditing irregularity.

As an example of the CPA Expert serving as an Investigator: the retained CPA is contacted by the Case Manager (likely the HR Manager), who communicates that based upon a review of the Hotline Report asserting the theft of cash by an employee or other party, the HR Manager believes the alleged theft warrants an independent investigation by the CPA Expert.

5. QUALIFICATIONS AND CRITERIA

Qualifications: The City of Rancho Palos Verdes will select one or more firms for all the outlined Scope of Services on the basis of qualifications, experience and cost. The following are the minimum qualifications to be used to evaluate the responses to this Request for Proposals:

1. Proposers must demonstrate possession of the resources and capability to provide the materials and services as described herein. *All Proposers must submit the documentation indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsive and rejected.*
2. Proposers must have a minimum of five (5) years of verifiable experience providing external accounting and auditing services for California agencies.
3. Proposers must have performed an independent audit of the financial statements of at least two (2) local California municipalities during the last two (2) years.

4. The proposer must have performed at least two (2) agreed upon procedure attestation engagements of any alleged fraud, accounting/auditing irregularity, defalcation, theft, or any similar engagements for at least one (1) local California municipality during the last two (2) years.
5. The proposer has a demonstrated track record of success in handling all aspects of financial services investigations to public entities in the State of California.
6. Each proposer shall provide five (5) references, preferably from governmental agencies, for relevant work performed in the past five (5) years. When possible, include references from cities with size and characteristics comparable to the City of Rancho Palos Verdes.
7. The proposer must be directly responsible for the management of the account, and all personnel responsible for the account must be employees of the firm.
8. The proposer must not have a conflict of interest with the CITY, including, but not limited to, any member of the City Council, City staff, any of its independent contractors or its independent financial statement auditor (Vavrinek, Trine & Day, LLP) currently serving the CITY.

Selection Criteria: The City of Rancho Palos Verdes will conduct a comprehensive, fair, and impartial evaluation of the proposals received in response to the Request for Proposals. All proposals received from vendors will be reviewed and evaluated by a committee established by the City. The names, information, or experience of the individual members will not be made available to any vendor. The Evaluation Committee will first screen all proposals submitted, according to the minimum qualifications set forth above. The following criteria will be used in reviewing and comparing the proposals and in determining the most responsive bids:

1. Qualifications, background and prior experience of the firm, experience of key staff assigned to oversee services provided to the City of Rancho Palos Verdes, evaluation of size and scope of similar work performed on those projects.
2. Cost and Fees to the City of Rancho Palos Verdes for handling matters. Cost is not the sole determining factor but will be taken into consideration. Proposers must offer services at a rate comparable to the rates provided to other governmental agencies for similar work. Offering a higher rate to the City of Rancho Palos Verdes than the comparable rate offered to other organizations with comparable specifications is grounds for disqualification of the Proposer. If rates differ for different types or levels of service, the Proposer's proposal should illustrate those differences.
3. References including past performance of proposer.
4. Responsiveness to the Request for Proposals and quality of the proposal.

6. FORMAT AND DELIVERY OF RESPONSES

Respondents are asked to submit six (6) copies of proposals in sufficient detail to allow for a thorough evaluation and comparative analysis. The proposals should include at minimum, the following information in a sectionalized format addressing all phases of work in the Request for Proposals:

Format: Limit quotations to 20 typed 8.5" X 11" pages, or fewer, on white bond paper, single sided (excluding cover letter and attachments). You may attach a firm brochure if you wish, but it must be as a separate attachment and independent from the required elements noted above.

1. Use a conventional typeface with a minimum font size of 12 points. Use a 1” margin on all borders.
2. Organize your proposal in the order described above.
3. Provide one (1) unbound original, in addition to the six, of your firm’s response and one (1) electronic version.
4. Prominently label the envelope / package: “RFP for Fraud, Waste, and Abuse Hotline Third-Party Investigative Providers (Financial)” and include the name of the prime respondent (Sean M. Robinson).

Cover Letter: All proposals shall include a cover letter which states that the proposal shall remain valid for a period not less than ninety (90) days from the date of submittal. If the proposal contemplates the use of sub-contractors, the sub-contractors shall be identified in the cover letter. If the proposal is submitted by a business entity, the cover letter shall be signed by an officer authorized to contractually bind the business entity. With respect to the business entity, the cover letter shall also include: the identification of the business entity, including the name, address and telephone number of the business entity; and the name, title, address and telephone number of a contact person during the proposal evaluation period.

Introduction: Present an introduction of the proposal and your understanding of the assignment and significant steps, methods and procedures to be employed by the proposer to ensure quality deliverables that can be delivered within the required time frames (the City’s expectation is that initial validation of reports will occur within ten business days, with further, more in-depth investigations being resolved as expeditiously as possible) and your identified budget.

General Scope of Work: Briefly summarize the scope of work as the proposer perceives or envisions it.

Work Plan: Present concepts for conducting the work plan and interrelationship of all products. Define the scope of each task including the depth and scope of analysis or research proposed.

Schedule: Recommend a schedule of work indicating specific milestones in terms of report analysis, estimated investigation timelines, and provided recommendations.

Fee and Costs: Although an important aspect of consideration, the financial cost estimate will not be the sole justification for consideration. Negotiations may or may not be conducted with the proposer; therefore, the proposal submitted should contain the proposer’s most favorable terms and conditions, since selection and award may be made without discussion with any firm. All prices should reflect “not to exceed” amounts based upon “on-call” hourly investigatory rates. The City’s expectation is that services will be provided upon request, once a Professional Services Agreement has been executed.

Ability of the Proposer to Perform: Provide a detailed description of the proposer and his/her qualifications, including name(s), title(s), detailed professional resume(s), and past experience in similar work efforts/products of key personnel who will be working on the assignment. Provide a list of specific related work projects that have been completed by the proposer which are directly related to the assignment described in the Request for Proposals. Note the specific individuals who completed such

project(s). Identify the role and responsibility of each member of the project team. Include the amount of time key personnel will be involved in the respective portions of the assignment. Respondents are encouraged to supply relevant examples of their professional product. Provide a list of references.

Delivery: Responses are due on or before 5:00 p.m. on Thursday, April 22, 2015. Late responses will not be accepted. Deliver the responses to:

City of Rancho Palos Verdes
Attention: Sean M. Robinson, Human Resources Manager
30940 Hawthorne Blvd
Rancho Palos Verdes, CA 90275

If you have any questions regarding this Request for Proposals, please contact Sean M. Robinson by telephone at (310) 544-5331 or via email at Srobinson@rpvca.gov.

Withdrawal and Resubmittal: Prior to the submittal deadline, a proposer may request withdrawal of a previously submitted proposal in order to amend and resubmit a proposal. Resubmitted proposals must be received prior to the stated RFP deadline.

7. ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION

At any time prior to the due date for responses, the City of Rancho Palos Verdes may make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes. Addenda, changes and amendments, if made will be posted on the City's website (www.rpvca.gov), which is deemed adequate notice. A proposer may make a request to the City's project manager to be placed on a list of persons to receive notice of any such addenda, changes, or amendments. The preferred manner of communication is via e-mail due to its timeliness. The Human Resources Manager, Mr. Sean M. Robinson, may be reached by email at Srobinson@rpvca.gov.

8. CONDITION FOR RESPONSES TO REQUEST FOR PROPOSAL

The following conditions apply to the Request for Proposals process:

- A. Nothing contained in this Request for Proposals shall create any contractual relationship between the respondent and the City of Rancho Palos Verdes.
- B. This Request for Proposals does not obligate the City of Rancho Palos Verdes to establish a list of service providers qualified as prime contractors, or award a contract to any respondent. The City of Rancho Palos Verdes reserves the right to amend or cancel the Request for Proposals without prior notice, at any time, at its sole discretion.
- C. The City of Rancho Palos Verdes shall not be liable for any expenses incurred by any individual or organization in connection with the Request for Proposals.
- D. No conversations or agreements with any officer, agent or employee of the City of Rancho Palos Verdes shall affect or modify any terms of this Request for Proposals. Oral communications or

any written/e-mail materials provided by any person other than the designated contact staff of the City of Rancho Palos Verdes shall not be considered binding.

- E. The City of Rancho Palos Verdes reserves the right, in its sole discretion, to accept or reject any or all proposals without prior notice and to waive any minor irregularities of defects in a proposal. The City of Rancho Palos Verdes reserves the right to seek clarification on a proposal with any source.
- F. The dates, times and sequence of events related to this Request for Proposals shall ultimately be determined by the City of Rancho Palos Verdes. The schedule is subject to change, at the sole discretion of the City of Rancho Palos Verdes, although the City will attempt to follow it and, if it must be altered, will attempt to provide reasonable notice of the changes.
- G. Respondents shall not issue any news release pertaining to this Request for Proposals or the City of Rancho Palos Verdes without prior written approval of the City.
- H. All submitted proposals and information included herein or attached thereto, shall become public record upon delivery to the City of Rancho Palos Verdes.

9. RIGHT BY THE CITY TO WITHDRAW THIS REQUEST

The City of Rancho Palos Verdes, at its sole discretion and for any reason whatsoever, may withdraw this solicitation at any time.

10. STANDARD TERMS AND CONDITIONS

Prior to the award of any work hereunder, the City and the proposer shall enter into a written contract (an example of which is attached hereto) for services. Proposers responding to this Request for Proposals are strongly encouraged to review all the terms and conditions of the Contract.

**ATTACHMENT 1
MINIMUM QUALIFICATIONS CERTIFICATION**

Proposer Firm Name

The Proposer must substantiate that the firm satisfies all of the Minimum Qualifications stated within this RFP, to the CITY's satisfaction, to be given further consideration. The statement must contain sufficient information as prescribed to assure the CITY of its accuracy. Failure to satisfy each of the Minimum Qualifications, based on the CITY's sole judgment, will result in the immediate rejection of the Proposal.

The Proposer must complete all of the Minimum Qualification statements listed below before signing. The signature of the authorized representative of the Proposer warrants that the Proposer has met all of the Minimum Qualifications.

- 1) The Proposer has been a certified public accounting firm in the same name or organization serving California government agencies for at least five (5) years.
 Yes / No

- 2) The Proposer has direct responsibility for the management of the City's account, and all personnel responsible for the account are employees of the firm.
 Yes / No

- 3) The Proposer does not have, nor potentially has, a conflict of interest with the CITY, including, but not limited to, any member of the City Council, City Staff, its advisors and contractors, its auditors, other consultants currently serving the CITY.
 Yes / No

- 4) The Proposer can provide verifiable references of local California government agencies.
 Yes / No

Authorized Signature

Print or Type Name

Title

Date

**ATTACHMENT 2
COMPANY QUESTIONNAIRE**

Proposer Firm Name

Proposer's Legal Name

Type of Business (Corporation, Partnerships, Individual, etc.)

Headquarters Address

Address of Office of Proposer That Would Manage the Account (if different)

Proposer Contact Name

Telephone Number	Fax Number	Email Address
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Proposer Back-up Contact Name

Telephone Number	Fax Number	Email Address
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Signer (authorized to bind the Proposer)	Date
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Name and Title of Authorized Signer (Please type or print)

Signer (authorized to bind the Proposer)	Date
--	------

Name and Title of Authorized Signer (Please print)

**ATTACHMENT 3
WARRANTIES**

Proposer Firm Name

Proposer agrees to the incorporation of the following warranties in the proposed engagement:

Proposer warrants that it maintains or will obtain, at its expense prior to engagement, required insurance policy as stated herein for negligent acts or omissions and that such coverage is applicable.

Proposer warrants all information and statements in this RFP are complete and true. Any statement or claim found to be incomplete, misleading, or false will be grounds for immediate disqualification or dismissal and may be subject to legal action.

Proposer warrants this proposal is genuine, and not sham or collusive, nor made in the interest or on behalf of any person not named therein; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham bid, or any other person, firm or corporation to refrain from submitting a proposal, and the Proposer has not in any manner sought by collusion to secure for themselves an advantage over any other proposer.

Authorized Signature

Print or Type Name

Title

Date

**ATTACHMENT 4
FEE PROPOSAL**

Proposer Firm Name

Subject to advance approval by the CITY, the CITY shall reimburse the selected Consultant for reasonable travel costs incurred, including airfare, transportation, lodging and meals in conjunction with attending local meetings in the performance of the engagement. Consultant shall furnish the CITY with evidence of such costs incurred along with written request for reimbursement. The selected Consultant shall be solely responsible for incidental costs, including but not limited to, printing, clerical support in delivery of services and the production of written reports.

Each Proposer shall provide its Fee Proposal based upon providing on-call, as-needed services upon requested, detailed by billable hours.

ATTACHMENT 5 QUESTIONNAIRE

Organization

Provide the address of the office that will service this account.

Give a brief description of your firm's history as a certified public accounting firm that serves California municipalities, including the year of organization. As of March 1, 2015, for how many years has your firm provided services serving California municipalities?

What are your firm's consulting specialties and strengths?

What differentiates your firm from your competitors?

Does your primary consultant (ex. project manager) assigned to the CITY have any prior hotline experience with local California governmental agencies, and has that person been employed by Proposer for at least one (1) year?

Yes / No

Clients

Please provide a listing of clients that may be used as reference checks:

Name of Client	Contact Name	Contact Number	Contact Email

Standards of Conduct

Disclose any relationship you have or have had with any City Council members, consultants, or CITY employees. Briefly describe your philosophy relating to the selected Consultant's relationship with Council members and Staff.

Disclose any gifts (meals, tickets, anything of value over \$50, etc.) that you have given to or received from any City Council member, consultants, or CITY employee in the last 12 months. If 'Yes', please disclose them using "Gift Disclosure Form."

For the past 10 years, has the firm, its officers or principals or any affiliate ever:

- a. Been the focus of a non-routine inquiry or investigation or a similar inquiry or investigation from any federal, state or self-regulatory body or organization;
- b. Settled any litigation concerning breach of fiduciary responsibility or other investment related matters; or
- c. Submitted a claim to your error & omission, fiduciary liability and/or fidelity bond insurance carrier(s)?

If 'yes', please provide details and the current status of proceedings.

ATTACHMENT 6
Gift Disclosure Form

Proposer Firm Name

No.	Date (mm/dd/yy)	Given to / Received from	Description of Gifts ¹	Value (US\$)

¹Gifts could be in the form of meals, tickets, paid travel, items of value over \$50, etc.

ATTACHMENT 7
Disclosure Form –
Communication with City Staff, and/or City Council

Proposer Firm Name

No.	Names, Dates and Description Of Information Provided/Received And/Or Nature Of Communication

**CITY OF RANCHO PALOS VERDES
PROFESSIONAL/TECHNICAL SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2015, by and between the City of Rancho Palos Verdes (hereinafter referred to as the "CITY") and _____ (hereafter referred to as "CONSULTANT").

IN CONSIDERATION of the covenants hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1
SCOPE OF SERVICES**

1.1 Project Description

The Project is described as follows: professional accounting services provided in connection with the CITY'S fraud, waste and abuse hotline as set forth in the request for proposals, which is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2 Description of Services

CONSULTANT shall provide professional accounting services to the CITY on an as-needed basis in connection with the CITY'S Fraud, Waste and Abuse Hotline as a case manager, investigator, or both. CONSULTANT'S proposal is attached hereto as Exhibit "B" and incorporated herein by this reference.

1.3 Schedule of Work

CONSULTANT shall perform professional accounting services to the City in response to a written request from the CITY in response to particular complaints made to the CITY'S fraud, waste and abuse hotline. Time is of the essence and services shall be performed promptly, as specified in Exhibit A.

**ARTICLE 2
COMPENSATION**

2.1 Fee

CITY agrees to compensate CONSULTANT at the rate of _____ dollars per hour worked for the services described in Article 1.

2.2 Terms of Compensation

CONSULTANT shall submit monthly invoices for hours worked during the prior month. CITY agrees to authorize payment for all undisputed invoice amounts within thirty (30) days of receipt of each invoice. CITY agrees to use its best efforts to notify

CONSULTANT of any disputed invoice amounts or claimed completion percentages within ten (10) days of the receipt of each invoice. However, CITY's failure to timely notify CONSULTANT of a disputed amount or claimed completion percentage shall not be deemed a waiver of CITY's right to challenge such amount or percentage.

Additionally, in the event CITY fails to pay any undisputed amounts due CONSULTANT within forty-five (45) days after invoices are received by CITY then CITY agrees that CONSULTANT shall have the right to consider said default a total breach of this Agreement and be terminated by CONSULTANT without liability to CONSULTANT upon ten (10) working days advance written notice.

2.3 Term of Agreement

This Agreement shall commence on _____, 2015 and shall terminate on June 30, 2016, unless sooner terminated pursuant to Article 4 of this Agreement. This Agreement may be extended upon the mutual written agreement of the parties.

ARTICLE 3 INDEMNIFICATION AND INSURANCE

3.1 Indemnification

To the maximum extent permitted by law, CONSULTANT shall defend, indemnify, and hold the CITY, its officials, officers, employees, agents and independent contractors serving in the role of CITY officials, and volunteers (collectively "Indemnitees") free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, to property or persons, including wrongful death (collectively "Claims"), in any manner arising out of or incident to any acts or omissions of CONSULTANT, its officials, officers, employees or agents in connection with the performance of this Agreement, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses, except for such Claims arising out of the sole negligence or willful misconduct of the Indemnitees. With respect to any and all such Claims, CONSULTANT shall defend Indemnitees, with counsel satisfactory to CITY, at CONSULTANT's own cost, expense, and risk and shall pay and satisfy any judgment, award, or decree that may be rendered against Indemnitees. CONSULTANT shall reimburse Indemnitees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by CONSULTANT or Indemnitees. All duties of CONSULTANT under this Section shall survive termination of this Agreement.

3.2 General Liability

CONSULTANT shall at all times during the term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Commercial General Liability Insurance, with minimum limits of one million dollars (\$1,000,000) for each occurrence and two million dollars (\$2,000,000) general aggregate for bodily injury, death,

loss or property damage for products or completed operations and any and all other activities undertaken by CONSULTANT in the performance of this Agreement. Said policy or policies shall be issued by an insurer admitted or authorized to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better.

3.3 Professional Liability

CONSULTANT shall at all times during the term of this Agreement, carry, maintain, and keep in full force and effect a policy or policies of professional liability insurance with a minimum limit of one million dollars (\$1,000,000) per claim and aggregate for errors and/or omissions of CONSULTANT in the performance of this Agreement. Said policy or policies shall be issued by an insurer admitted or authorized to do business in the State of California and rated in Best's Insurance Guide with a rating of A:VII or better. If a "claims made" policy is provided, such policy shall be maintained in effect from the date of performance of work or services on the CITY's behalf until three (3) years after the date of work or services are accepted as completed. Coverage for the post-completion period may be provided by renewal or replacement of the policy for each of the three (3) years or by a three-year extended reporting period endorsement, which reinstates all limits for the extended reporting period. If any such policy and/or policies have a retroactive date, that date shall be no later than the date of first performance of work or services on behalf of the CITY. Renewal or replacement policies shall not allow for any advancement of such retroactive date.

3.4 Automobile Liability

CONSULTANT shall at all times during the term of this Agreement obtain, maintain, and keep in full force and effect, a policy or policies of Automobile Liability Insurance, with minimum of one million dollars (\$1,000,000) combined single limit

3.5 Worker's Compensation

CONSULTANT agrees to maintain in force at all times during the performance of work under this Agreement worker's compensation insurance as required by law. CONSULTANT shall require any subcontractor similarly to provide such compensation insurance for their respective employees.

3.6 Notice of Cancellation

(a) CONSULTANT shall provide immediate notice to the CITY if CONSULTANT receives a cancellation or policy revision notice from the insurer.

(b) CONSULTANT agrees that it will not cancel or reduce any required insurance coverage. CONSULTANT agrees that if it does not keep the aforesaid insurance in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONSULTANT's expense, the premium thereon.

3.7 Certificate of Insurance

At all times during the term of this Agreement, CONSULTANT shall maintain on file with the CITY Clerk certificates of insurance showing that the aforesaid policies are in effect.

3.8 Primary Coverage

The insurance provided by CONSULTANT shall be primary to any coverage available to CITY. The insurance policies (other than workers compensation and professional liability) shall include provisions for waiver of subrogation.

ARTICLE 4 TERMINATION

4.1 Termination of Agreement

This Agreement may be terminated at any time, with or without cause, by the CITY upon thirty (10) days prior written notice or by CONSULTANT upon ninety (90) days prior written notice. Notice shall be deemed served if completed in compliance with Section 6.14.

In the event of termination or cancellation of this Agreement by CONSULTANT or CITY, due to no fault or failure of performance by CONSULTANT, CONSULTANT shall be paid compensation for all services performed by CONSULTANT for work satisfactorily done in accordance with all of the terms and provisions of this Agreement as determined by the CITY; provided, in no event shall the amount of money paid under the foregoing provisions of this paragraph exceed the amount which would have been paid to CONSULTANT for the full performance of the services described in this Agreement.

ARTICLE 5 OWNERSHIP OF DOCUMENTS

5.1 Ownership of Documents and Work Product

All final documents, reports, information, data, exhibits created or developed by CONSULTANT pursuant to this Agreement ("Written Products") shall be and remain the property of the CITY without restriction or limitation upon its use, duplication or dissemination by the CITY.

ARTICLE 6 GENERAL PROVISIONS

6.1 Representation

The CITY representative shall be the City Manager or his or her designee, and CONSULTANT shall notify CITY of CONSULTANT's designated representative.

These individuals shall be the primary contact persons for the parties regarding performance of this Agreement.

6.2 Fair Employment Practices/Equal Opportunity Acts

In the performance of this Agreement, CONSULTANT shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48), the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217), and the Americans with Disabilities Act of 1990 (42 U.S.C. § 11200, et seq.).

6.3 Audit

The CITY or its representative shall have the option of inspecting, auditing, or inspecting and auditing all records and other written materials used by CONSULTANT in preparing its billings to the CITY as a condition precedent to any payment to CONSULTANT. CONSULTANT will promptly furnish documents requested by the CITY. Additionally, CONSULTANT shall be subject to State Auditor examination and audit at the request of the CITY or as part of any audit of the CITY, for a period of three (3) years after final payment under this Agreement.

6.4 Personnel

CONSULTANT represents that it has, or shall secure at its own expense, all personnel required to perform CONSULTANT's services under this Agreement. CONSULTANT shall make reasonable efforts to maintain the continuity of CONSULTANT's staff who are assigned to perform the services hereunder and shall obtain the approval of the City Manager of all proposed staff members who will perform such services.

6.5 CONSULTANT's Representations

CONSULTANT represents, covenants and agrees that CONSULTANT is qualified and capable of furnishing the labor and expertise necessary to perform the services in accordance with the terms and conditions set forth in this Agreement

6.6 Legal Action

6.6.1 Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Los Angeles County Superior Court.

6.6.2 If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or

misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.

6.6.3 Should any legal action about a project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate CONSULTANT for its testimony and preparation to testify at the hourly rates in effect at the time of such testimony.

6.7 Assignment

Neither this Agreement nor any part thereof shall be assigned by CONSULTANT without the prior written consent of the CITY. Any such purported assignment without written consent shall be null and void, and CONSULTANT shall hold harmless, defend and indemnify the CITY and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.

6.8 Independent Contractor

CONSULTANT is and shall at all times remain, as to the CITY, a wholly independent contractor. Neither the CITY nor any of its agents shall have control over the conduct of CONSULTANT or any of the CONSULTANT's employees, except as herein set forth, and CONSULTANT is free to dispose of all portions of its time and activities which it is not obligated to devote to the CITY in such a manner and to such persons, firms, or corporations as the CONSULTANT wishes except as expressly provided in this Agreement. CONSULTANT shall have no power to incur any debt, obligation, or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. CONSULTANT shall not, at any time or in any manner, represent that it or any of its agents, servants or employees, are in any manner agents, servants or employees of CITY. CONSULTANT agrees to pay all required taxes on amounts paid to CONSULTANT under this Agreement, and to indemnify and hold the CITY harmless from any and all taxes, assessments, penalties, and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. CONSULTANT shall fully comply with the workers' compensation law regarding CONSULTANT and its employees. CONSULTANT further agrees to indemnify and hold the CITY harmless from any failure of CONSULTANT to comply with applicable workers' compensation laws. The CITY shall have the right to offset against the amount of any fees due to CONSULTANT under this Agreement any amount due to the CITY from CONSULTANT as a result of its failure to promptly pay to the CITY any reimbursement or indemnification arising under this Article.

6.9 Titles

The titles used in this Agreement are for general reference only and are not part of the Agreement.

6.10 Entire Agreement

This Agreement represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.

6.11 Construction

In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

6.12 Non-Waiver of Terms, Rights and Remedies

Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

6.13 Severability

If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

6.14 Notice

Except as otherwise required by law, any notice, payment or other communication authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during CITY's regular business hours or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses listed below, or at such other address as one party may notify the other:

To CITY:

Responsible Person: Doug Willmore, City Manager
City of Rancho Palos Verdes
30940 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

To CONSULTANT:

Responsible Person: _____

Address: _____

[Signatures on next page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Dated: _____

("CONSULTANT")

By: _____

Printed Name: _____

Title: _____

By: _____

Printed Name: _____

Title: _____

Dated: _____

CITY OF RANCHO PALOS VERDES
("CITY")

By: _____

ATTEST

APPROVED AS TO FORM

By: _____

By: _____