



**CITY OF LA MIRADA
REQUEST FOR PROPOSALS (RFP)
INFORMATION TECHNOLOGY MANAGEMENT SERVICES**

February 11, 2019

RFP SUBMISSION DEADLINE: March 15, 2019

SUBMIT PROPOSAL TO:
City Clerk Anne Haraksin
City of La Mirada
13700 La Mirada Boulevard
La Mirada, California 90638

For questions or clarification, contact:
mtandiama@cityoflamirada.org
(562) 902-2353

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**REQUEST FOR PROPOSALS
INFORMATION TECHNOLOGY MANAGEMENT SERVICES**

GENERAL DESCRIPTION AND CONDITIONS

A. INTRODUCTION

The City of La Mirada is accepting Request for Proposals (RFP) to solicit proposals for **INFORMATION TECHNOLOGY MANAGEMENT SERVICES** (Contractor) to provide the City with information technology management services in the area of network analysis and technical support, systems support, computer operations support, PC desktop technical support, software integration support, and IT policy and procedure development. The required services and performance conditions are described in the Scope of Services.

B. BACKGROUND

The City of La Mirada is organized according to the City Council/City Manager form of government with seven departments and approximately 73 full-time employees. The City is a cost-conscious provider of outstanding public services to its residents and local businesses. Information technology consultants are currently centered in the Administrative function for long-term planning and coordination between departments.

The City's entire "hands-on" staffing (client help desk support, desktop technician support, network administration, security system administration, security applications development, applications maintenance, database administration, specific project development, and implementation and support) is outsourced.

The City is interested in receiving responsive and competitive proposals from experienced and qualified firms to provide information technology management services; specifically, in the areas of desktop technician support, network analysis and administration, software support and computer operations.

C. CURRENT TECHNICAL ENVIRONMENT

The City of La Mirada's technical environment consists of 13 sites, 5 servers, approximately 131 workstations, as well as a number of network appliances, systems, and software applications. This section will cover the following:

1. Physical Network Layout
2. Logical Network Layout
3. Core Systems
4. Servers and Network Applications
5. Network Appliances
6. Workstations
7. Software and Desktop Applications
8. Current Projects

1. Physical Network Layout

The City's network consists of 13 sites: City Hall, La Mirada Community Sheriff's Station, Splash! La Mirada Regional Aquatics Center, Resource Center, Activity Center, Community Gymnasium, La Mirada Theatre for the Performing Arts, Public Works Facility, Behringer Park, Frontier Park, Gardenhill Park, Neff Park and Windermere Park. The core network and servers are all housed in City Hall, except one server at Public Works, and three servers at the Theatre. The La Mirada Community Sheriff Station/Resource Center, Activity Center and Splash! La Mirada Regional Aquatics Center are connected to City Hall over fiber optic cables. The remaining sites are connected to City Hall over an MPLS network.

Internet access is provided to all locations through a fiber optic link at City Hall, except for the Theatre, which has a separate fiber optic Internet connection. Both City Hall and the Theatre have automatic failover Internet connections, provided by Point-to-Point Wireless connections.

At each site, all computers connect to the network over Ethernet. All cables are terminated at a central location and are connected to Hewlett Packard POE switches.

2. Logical Network Layout

The City's network consists of a core network switch at City Hall, and many satellite switches throughout the City's facilities. The switches at the Sheriff's Station/Resource Center and the Activity Center connect to the core switch at City Hall via fiber optic cables. The switches at Splash! La Mirada Regional Aquatics Center connect to City Hall via a fiber optic link first between the facility and the Sheriff's Station/Resource Center, and then on to City Hall. The remaining locations connect to City Hall via an MPLS network, where they connect via either varying numbers of T1 lines or a fiber optic connection:

- La Mirada Theatre – 10 Mb fiber optic
- Public Works Facility – 7 bonded T1 lines
- Community Gymnasium – 2 bonded T1 lines
- Behringer, Frontier, Gardenhill, Windermere and Neff Parks – single T1 line each

City Hall connects to the MPLS network via a 30 Mb fiber optic connection

There is also a separate LAN for the SeniorNet Classroom located at the Activity Center, with a fiber optic link to City Hall.

For wireless access, there is a managed WiFi network that covers City Hall, the Sheriff Station/Resource Center, the Activity Center and Splash! La Mirada Regional Aquatics Center, and another that covers the La Mirada Theatre for the Performing Arts.

3. Core Systems

The core systems of the network are made up of 10 stand-alone servers (mostly Dell PowerEdge servers), and one Microsoft Hyper-V Server hosting 6 virtual servers. Most of these are located at City Hall, except for:

- One server at the Public Works Facility, providing local file and print services, and management of the fuel system.
- Four servers at the La Mirada Theatre: one for file and print services, one for Active Directory/DNS/DHCP services, one for ShoreTel phone services, and one to manage the HVAC system.

4. Servers and Network Applications

The City utilizes approximately 18 servers to meet its needs for network management, security, specialized applications, databases, messaging, and storage. These include:

- Active Directory/DNS/DHCP Management
- File Management
- Print Management
- Microsoft Exchange 2010
- Microsoft SQL Server 2008/2012
- Microsoft IIS Server 7/8
- ShoreTel VoIP Phone System
- Granicus Media Manager (for Council Meeting Recording)
- ESET Endpoint Antivirus
- LaserFiche Document Management
- Tyler Technologies MUNIS Finance System
- HdL Prime Business Licensing System
- Tracer ES HVAC Management System
- PhoenixSQL Fuel System Management
- Progressive Solutions Garage Sale Permitting System
- Intranet

The City also uses several cloud-based services, such as:

- REC1 Recreation Management
- Granicus Video Streaming (for Council Meetings)
- Accela Government Service Request System
- Tessitura Ticketing System (for the Theatre)

5. Network Appliances

A number of network appliances perform key functions on the City's network. These appliances include:

- Hewlett Packard POE Network Switches
- Barracuda Email Security Gateway
- Barracuda Backup (3 devices, at City Hall, Public Works and the Theatre)
- SonicWall Network Security Appliances (3 devices, two at City Hall, one at the Theatre)
- SonicWall SonicPoint Wireless Access Points
- Ubiquiti UniFi WiFi Network Management (at Theatre)

The City also uses the ShoreTel VoIP Telephony System, consisting of a variety of its phone switch appliances at each of the networked locations.

6. Workstations

The City has approximately 131+ workstations across all sites. A breakdown is as follows:

- City Hall - 35
- Sheriff's Station - 10
- Resource Center - 10
- Activity Center - 5
- Splash! La Mirada Regional Aquatics Center - 11
- Community Gym - 4
- La Mirada Theatre - 18
- Public Works Yard - 13
- And one PC each at Behringer, Frontier, Gardenhill, Windermere and Neff Parks

Most of these workstations also include a ShoreTel VoIP phone (typically, model 230).

7. Software and Desktop Applications

City workstations utilize a standard software suit, as well as specialized applications. The standard workstation has the following configuration:

- Windows 7 or Windows 10 or MacOS (Sierra through Mojave)
- Microsoft Office 2010 or 2013 (on Windows 7), or Office 365 (on Windows 10, Mac)
- Chrome Browser
- Firefox Browser
- Adobe Acrobat Reader
- ESET Endpoint Antivirus
- MUNIS Client
- ShoreTel Communicator

In addition to the standard software suite, individual departments utilize specialized software:

- HdL Prime (Business Licensing)
- Adobe Creative Suite
- Granicus Live Manager (Video Streaming)
- Crystal Reports
- LaserFiche Client
- Adobe Acrobat Standard/Pro
- Citrix Receiver (for using Tessitura cloud-based Ticketing System)

8. Current Projects

The following major IT projects are currently underway:

- Working with the City's phone system company, IntelesysOne, to transfer analog phone lines to AT&T.

D. SCOPE OF SERVICES

1. The City to Provide

1. The City will provide training in regard to the City's office, procurement, policies, and behavior standards.
2. The City is responsible for purchasing new equipment and planned replacements.

2. Contractor to Provide

The Contractor should provide adequate backup staffing resource to address major and immediate problems, staffing irregularities, and planned significant upgrades. The Contractor should have advanced level technical resources, or consultants, available to guide and support the on-site technicians and relevant City staff when complex and significant problems arise.

3. Minimum Performance Expectations

The Firm - General

The Firm is expected to:

- Provide timely, professional and effective services, work harmoniously with City staff and other City contractors, conduct regular status and information meetings, provide regular and timely reports on outstanding issues, work accomplished, and general network health, and make recommendations on improving City processes.
- Provide enforcement of all City policies relating to the use of information technology resources.

Desktop Support

Desktop Support Technicians are expected to resolve Client/caller generated trouble calls in a professional and efficient manner. Additionally, they will work on special project/task assignments as necessary: to setup and configure new PCs; to maintain current version levels of desktop software; to install, upgrade or troubleshoot software; to conduct hardware and software inventories; to do minor hardware installations and modifications on existing PCs and other related tasks.

- Desktop Support Technicians will provide desktop support for all problems and project calls to diagnose, upgrade, install, fix, adjust, and general problem resolution during the hours of 7:30 a.m. to 5:30 p.m. Monday through Thursday. The Technicians may work on alternating Fridays when City Hall is open during the hours of 7:30 a.m. to 4:30 p.m. during the summer.
- Desktop Support Technicians will respond (call acknowledging assignment of call) to Client/caller, resolution/diagnosis according to prioritization.
- Desktop Support Technician will make appointment with Client/caller to address the Client/caller support needs at a mutually agreed upon time.
- Desktop Support Technician will call Client/Caller if appointment cannot be kept or will be delayed.
- Client/Caller will be apprised of problem status during the entire problem resolution cycle in a timely manner, by the end of the activity service day.
- Desktop Support Technicians will give Client an opportunity to test the system while they are present once problem is resolved if at all possible. For long-term problems, Client to be notified weekly of progress until resolved/closed.
- Desktop Support Technicians will document all actions taken on each call into the tracking system before they leave for the day, on the day that the activity took place whether the call is complete or not.
- The Firm's staff is expected to provide their own transportation between City sites during their support activities.

Computer Operations

The City's servers are expected to function 24 hours per day with very minimal unplanned service interruptions occurring between 7:00 a.m. and 6:00 p.m. Execution of scheduled batch runs and processes include:

- Review of all process logs for normal execution and performance.
- Preparation of reports and outputs for distribution on next regular work day.
- Review of security logs and for unusual activity.

- Performing backups, backup rotations and restores of all systems, servers, network equipment.
- Maintaining filing, organizing, storing, status reporting on all operation and network activity records and reports.
- Monitoring and reporting status of servers (disk allocations, etc.).
- Monitoring and reporting on status of network.
- Logging activity event entries into Operations Activity Log.
- Cleaning and organizing Computer Room.
- Checking on versions of software that require updates.
- Maintaining process and operational documentation for Operations and Network Groups.
- Maintaining inventory of supplies.
- Keeping and maintaining records on hardware assets: PCs, Servers, Network equipment, etc., Acquisition date, Warranty date, maintenance agreement location, maintenance and repair contact number.
- Keeping and maintaining records on software assets: PCs, Servers, Databases, Applications, OS, etc.
- Preparing and maintaining a Disruption Plan.

Network and Systems Support

The Network and Systems Support function is expected to provide all the necessary network and system technical expertise to the City to have its systems and network operate efficiently and effectively. Network and Systems staff hours are normally 7:30 a.m. to 5:30 p.m. Monday through Thursday. However, they are expected to work after hours and weekends as necessary to resolve problems, install updates, and perform testing so as not to impact normal production activities of the City. The Network and Systems Support activities are expected to be the standard activities for a similar-sized City IT operation. They are generally described as follows:

- Network is defined to include all City switches, hubs, routers, bridges, repeaters, firewalls, servers, etc.
- Maintenance and installation of network cabling within City facilities.
- Network and network device performance monitoring, diagnostics, and tuning.
- Network and network device configuration and version updates to keep within two versions of current.
- Network and network device configuration management and record keeping.
- Network, network device and server capacity monitoring and planning.
- Network, network device and systems security administration and record keeping consistent with City policies.
- Firewall monitoring for intrusion attempts, attacks, viruses, etc.
- Firewall configuration and version updates.

- Server OS configuration and version updates to keep within two versions of current.
- Network intrusion and virus software management (keeping current updates and versions).
- Coordination and cooperation with other City service providers.

Communication and Analysis

The Firm is expected to have an effective communication rapport with the City, providing valuable, accurate information in a timely manner. Proficient writing skills are essential, and firm's analysis should be thorough.

E. TIME, PLACE AND METHOD FOR PROPOSAL SUBMISSIONS

Three copies of the proposal shall be presented in a sealed envelope bearing the name, address and telephone number of the vendor submitting the proposal. Proposals must be received by City Clerk Anne Haraksin at La Mirada City Hall, 13700 La Mirada Boulevard, no later than 4 p.m. on March 15, 2019.

Proposals are to be plainly marked on the outside of a sealed envelope with the notation:

“DO NOT OPEN – IT SERVICES QUOTE”
 City of La Mirada RFP – Information Technology Management Services
 Attention: City Clerk Anne Haraksin
 City of La Mirada
 13700 La Mirada Boulevard
 La Mirada, CA 90638

No amendments, additions, or alterations will be accepted. No oral, telephonic, or facsimile proposals or modifications of proposals shall be considered.

F. PROPOSED TERM OF CONTRACT

The proposed term of the contract is three years, with options for two one-year extensions at the City's discretion.

G. SCHEDULE FOR SELECTION

RFP available: 2/11/2019
 Deadline for submittal of questions: 3/1/2019
 Staff response to questions: 3/5/2019
 Deadline for submittal of Proposal: 3/15/2019
 Interviews (Date to be determined): 3/25/2019
 Agreement presented to Council for review & award: 4/9/2019

H. PROPOSER QUALIFICATIONS

1. The City requires proposals submitted by primary firms only. The prime firm will have completed and exclusive responsibility for satisfying all City conditions and requirements at all times during the life of the agreement. Any subcontractors mentioned in the RFP and/or used in the implementation of the Agreement will have no formal relationship with the City.
2. All proposed subcontractors must be identified by name with a description of the work they will provide. Any subcontractors change proposed after the submittal date can only be made with prior approval of the City.
3. Prime firm must be responsible for at least half the annual value of the proposed work consistent with the scope of work as noted in the proposal.
4. Prime firm must have experience in providing similar work in at least two similar organizations.
5. Close cooperation and productive working relationships between all parties are essential to the City. If there are irresolvable difficulties in the relationships between parties that impact service delivery to the City, either or both parties' contract will be terminated.

I. AWARD OF CONTRACT

Award will be made on the determination of the lowest responsible proposal, which is most advantageous to the City. Award will be made after a thorough evaluation of all proposals received. The ability to meet the scope of services is a requirement for award of this contract.

Proposals which meet the deadline and requirements at the most efficient price quote will then be evaluated by the City to determine the lowest responsible bidder. Proposals must be guaranteed by the Contractor for 60 days after the quote opening on March 15, 2019.

It is anticipated that a standard agreement contract will be signed subsequent to City Council review and approval of the recommended firm.

J. WITHDRAWAL OF QUOTES

Proposals may be withdrawn by written notice received any time prior to the date and time specified for the bid opening. Proposals may be withdrawn in person by an authorized representative. After submitting a proposal to the City, no quote may be withdrawn or revoked for a period of sixty (60) calendar days from the proposal opening date.

K. RIGHT TO REJECT QUOTES

The City reserves the right to reject any or all proposals or portions of any and all proposals. Non-compliance with any of the conditions and instructions stated herein may result in the rejection of the proposal.

L. INFORMATION TO BE SUBMITTED

Prospective Firms must submit one unbound and three complete bound copies of their proposal.

1. Proposal Summary:

This section shall discuss the highlights, key features, and distinguishing points of the Proposal. A separate sheet shall include all the contact people on the Proposal and how to communicate with them. Limit this section to a total of one to three pages including the separate sheet with contact personnel.

2. Profile of the Proposing Firm:

This section shall include a brief description of the Firm's size as well as the proposed local organizational structure. Specifically, the City is interested in the potential for a long-term service relationship that would include financial stability. Include a discussion on the Firm's financial stability, capacity, and resources. If applicable, include all other firms participating in this Proposal, including similar information about the firm/subcontractors.

Additionally, this section shall include a listing of any lawsuit and/or subcontractors' litigation and the result of that action resulting from (a) any public project undertaken by the Firm or by its subcontractors where litigation is still pending or has occurred within the last five years or (b) any type of project where claims or settlements were paid by the Firm or its insurers within the last five years.

3. Qualifications of the Firm:

This section shall include a brief description of the Firm's and sub-contractor's qualifications and previous experience on similar or related projects. Provide a description of pertinent project experience with other public municipalities (maximum of four) and private sector (maximum of two) that includes a summary of the work performed, the total project cost, the percentage of work the Firm was responsible for, the period over which the work was completed, and the name, title, and phone number of clients to be contacted for references. Give a brief statement of the Firm's adherence to the schedule and budget for each project.

4. Work Plan:

In this section, present a well-conceived service plan. This section of the proposal shall establish the Firm's understanding of the City's objectives and work requirements and the Firm's ability to satisfy those objectives and requirements. Describe the proposed approach for addressing the required service, outlining the approach that would be undertaken in providing the requested services. Include a timetable for transition to full operation. Describe related service experience by both the Firm and any subcontractors in similar work. Please describe the role, extent of services (number of people used or saved, engagement duration, and contract value). Provide standard written operating procedures that cover the normal industry standard activities for Desktop Technicians, Network

Administration and Security, Computer Operations and any other activities proposed by the Firm.

5. Staffing:

In this section, discuss how the Firm would propose to staff this service. Firm's key team members shall be identified by name, specific responsibilities and their qualifications. An organizational chart for the project team and resumes for key Firm's personnel shall be included. Key Firm personnel will be an important factor considered by the Review Team or Committee. There can be no change of key personnel once the proposal is submitted, without prior approval from the City.

6. Proposed Innovations:

The Firm may also suggest technical or procedural innovations that have been used successfully on other engagements and that may provide the City with better service delivery. In this section discuss any ideas, innovative approaches, or specific new concepts included in the Proposal that would provide benefit to the City's assessment of the Proposal. Focus primarily on cost-saving or efficiency-enhancing innovations. Include any performance-measuring matrix proposals as well.

7. Proposal Costs Sheet and Rates:

In this section include the proposed costs to provide the services desired. Include any other cost and price information that would be contained in a potential agreement with the City.

Include the costs for extra after-hours services or any other services that are considered optional additions.

Cash or term discounts will be considered when comparing quotations; therefore, if you offer a discount, indicate this on your bid.

The City is exempt from Federal Excise Tax, but subject to California Sales Tax.

M. UNDERSTANDING OF REQUIREMENTS

All proposals accepted by the City must be signed by an authorized representative of the company. The submission of a signed proposal will be interpreted to mean that the company has thereby agreed to all conditions, instructions, descriptions and specifications contained herein. All samples submitted by the company in support of its quote shall become the property of the City.

N. QUESTIONS/CLARIFICATIONS

Please direct any questions regarding this RFP to Anne Haraksin, Assistant City Manager, via e-mail at aharaksin@cityoflamirada.org. Questions must be received by 4 p.m. on March 1, 2019. All questions received prior to the deadline will be collected and responses will be posted to the City's website by March 5, 2019.

O. INSURANCE

The City will require the successful Proposer to provide Certificates of Insurance evidencing required coverage types and the minimum limits. See the attached City Draft Standard Agreement (ATTACHMENT A) for more information on the City's insurance requirements.

P. PROFESSIONAL SERVICES AGREEMENT

The City will require the successful Proposer to execute a professional services agreement with the City. Please review the attached draft agreement (ATTACHMENT B) and identify any questions or areas of concern in your response to the City.

ATTACHMENT A

CITY OF LA MIRADA INSURANCE REQUIREMENTS INFORMATION TECHNOLOGY MANAGEMENT SERVICES

Without limiting CONSULTANT's indemnification of CITY, and prior to commencement of Work, 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.

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.

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 Work 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.

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 years after completion of the services required by this agreement.

Cyber Liability Insurance. Consultant shall procure and maintain Cyber Liability insurance with limits of \$1,000,000 per occurrence/loss which shall include the following coverage:

- a. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.
- b. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.
- c. Liability arising from the failure of technology products (software) required under the contract for Consultant to properly perform the services intended.
- d. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.
- e. Liability arising from the failure to render professional services

ATTACHMENT A

If coverage is maintained on a claims-made basis, Consultant/Contractor shall maintain such coverage for an additional period of three (3) years following termination of the contract.

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

CONSULTANT shall submit to CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of CITY, its elected officials, officers, employees, agents and volunteers.

Other provisions and requirements

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 contract. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by CONSULTANT, his agents, representatives, employees or subcontractors.

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.

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 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.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned

ATTACHMENT A

policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against CITY, its elected officials, officers, employees, agents 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 subcontractors.

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.

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.

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

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

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.

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

ATTACHMENT A

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.

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.

CITY'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 ninety (90) 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.

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.

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.

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.

ATTACHMENT B

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated _____, 20___, and is between _____, [Legal Form of Entity, e.g., California corporation, limited partnership, limited liability company] ("CONSULTANT") and the CITY OF LA MIRADA, a California municipal corporation ("CITY"). The CONSULTANT and the CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party".

RECITALS

A. The CITY desires to enter into this Agreement with CONSULTANT as an independent contractor to perform Information Technology Management Services (collectively, the "Project").

B. The CONSULTANT represents that it is fully qualified to perform the tasks necessary for this Project by virtue of its experience and the training, education and expertise of its principals and employees.

AGREEMENT

NOW, THEREFORE, the Parties agree as follows:

1.0 EMPLOYMENT OF CONSULTANT. The CITY shall engage the CONSULTANT and the CONSULTANT shall perform the services required under this Agreement.

2.0 SCOPE OF SERVICES. The CONSULTANT shall perform during the term of this Agreement, those services set forth in [the *REQUEST FOR PROPOSAL* or "*SCOPE OF SERVICES*"] attached hereto as Exhibit "A" (collectively, the "Services"), all to CITY's reasonable satisfaction. The CONSULTANT shall commence performance of the Services upon receipt of a written notice from the Designated Official authorizing the CONSULTANT to proceed, and only to the extent of such authorization. The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

3.0 TIME OF PERFORMANCE. The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice from the Designated Official and shall perform the Services in a timely, diligent manner in accordance with the Schedule of Performance included in Exhibit A. **[IF NO SCHEDULE OF PERFORMANCE IS INCLUDED, USE THE FOLLOWING LANGUAGE:** The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice for such services from the Designated Official and shall perform the Services with reasonable diligence consistent with professional skill and care for like professionals under similar circumstances, and otherwise as required herein.]

4.0 TERM. The term of this Agreement shall commence on _____, and shall remain in full force and effect until _____, unless sooner terminated as provided in Section 10 of this Agreement.

5.0 COMPENSATION. [IF COMPENSATION IS BASED ON AN HOURLY RATE, USE THE FOLLOWING LANGUAGE: Subject to the maximum compensation amount hereafter provided, the CITY shall compensate the CONSULTANT for the term of this Agreement based on the hourly rates set forth in the *CONSULTANT's PROPOSAL*, attached hereto as Exhibit "B.". The maximum, "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the CONSULTANT is entitled to receive pursuant to this Agreement is \$_____.] **[IF COMPENSATION IS BASED ON A FLAT RATE, USE THE FOLLOWING LANGUAGE:** As full and complete compensation for CONSULTANT's services provided under this Agreement, CITY shall pay CONSULTANT the total, "NOT-TO-EXCEED" amount of \$_____, as set forth in the *CONSULTANT's PROPOSAL*, attached hereto as Exhibit "B."] No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit B, or, if not specified, at a rate agreed to in writing by the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement.

6.0 PAYMENT. Each month, the CONSULTANT shall submit invoices to the CITY for the services performed and any authorized reimbursable expenses incurred. The invoices shall describe in detail the services rendered during each day of the period, and shall show the days worked, personnel performing the services, number of hours worked, the hourly rates charged, milestone achievements, and, if applicable, reimbursable expenses incurred. The CONSULTANT shall remit the invoices to the address for the CITY specified on page one of this Agreement. The CITY shall review all invoices and notify the CONSULTANT in writing within ten (10) business days of any disputed amounts. The CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt, up to the maximum compensation amount set forth in Section 5.0 of this Agreement. The CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to the CONSULTANT. [Optional: Notwithstanding the foregoing, CITY is authorized to withhold up to ten percent (10%) of the total amount billed to the CITY, pending satisfactory completion of all of the Services, including receipt of all deliverables.]

7.0 STANDARD OF SKILL. The CONSULTANT warrants that it possesses the professional expertise necessary to perform the Services. The CITY relies upon the skill of the CONSULTANT, and the CONSULTANT's staff, if any, to do and perform the Services in a skillful, competent, and professional manner, and the CONSULTANT and CONSULTANT's staff, shall perform the Services in such manner. The CONSULTANT shall, at all times, meet or exceed any and all applicable professional standards of care. The acceptance of the CONSULTANT's work by the CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

8.0 INDEPENDENT CONTRACTOR. The CONSULTANT is retained by the CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. The CONSULTANT shall be free to dispose of all portions of the CONSULTANT's time and activities that the CONSULTANT is not obligated to devote to the CITY in such a manner, and to such persons, firms or corporations, as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for the CITY's officers or employees. The 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. The CONSULTANT shall not, at any time, or

in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and 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. The CONSULTANT shall fully comply with applicable workers' compensation laws regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT shall indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY may offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 8.0.

9.0 INDEMNIFICATION. The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected from any loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs and/or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY and the Indemnitees. The CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

9.1 [IF THE SCOPE OF SERVICES INCLUDES THE PERFORMANCE OF SERVICES BY A LICENSED ARCHITECT, LICENSED LANDSCAPE ARCHITECT, REGISTERED PROFESSIONAL ENGINEER OR LICENSED PROFESSIONAL LAND SURVEYOR, OR OTHER "DESIGN PROFESSIONAL," USE THE FOLLOWING LANGUAGE:

Indemnity for Design Professional Services. To the fullest extent permitted by law, the CONSULTANT shall, at its sole cost and expense, indemnify and hold harmless the CITY, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 9.0), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants and other professionals, and all costs associated therewith, and reimbursement of attorneys' fees and costs of defense (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of the CONSULTANT, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that the CONSULTANT shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code § 2782.8(c)(2).]

[IF THE SCOPE OF SERVICES INCLUDES THE PERFORMANCE OF PROFESSIONAL SERVICES BY OTHER THAN A LICENSED ARCHITECT, LICENSED LANDSCAPE ARCHITECT, REGISTERED PROFESSIONAL ENGINEER OR LICENSED PROFESSIONAL LAND SURVEYOR, OR OTHER DESIGN PROFESSIONAL, USE THE FOLLOWING LANGUAGE:

Indemnity for Professional Services. To the fullest extent permitted by law, the CONSULTANT

shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the CITY, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 9.0), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this Agreement. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.]

[IF THE SCOPE OF SERVICES DOES NOT INCLUDE THE PERFORMANCE OF ANY PROFESSIONAL SERVICES, USE THE FOLLOWING LANGUAGE AND DELETE SECTION 9.2 BELOW:

Indemnity. To the fullest extent permitted by law, the CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the CITY, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 9.0) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions, or willful misconduct, of the CONSULTANT, and/or its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that the CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. The CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. The CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.]

9.2 Other Indemnities. Other than in the performance of professional services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall

bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

9.3 The obligations of the CONSULTANT under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The CONSULTANT expressly waives any statutory immunity under such statutes or laws as to the Indemnitees. The CONSULTANT's indemnity obligation set forth in this Section 9.0 shall not be limited by the limits of any policies of insurance required or provided by the CONSULTANT pursuant to this Agreement.

9.4 The CONSULTANT's covenant under this Section 9.0 shall survive the expiration or termination of this Agreement.

10.0 TERMINATION OF AGREEMENT. The CITY may terminate this Agreement at any time and for any or no reason during the term of the Agreement by giving the CONSULTANT not less than thirty (30) calendar days' prior written notice. The CONSULTANT may only terminate this Agreement for cause, and by giving the CITY prior notice in writing with a reasonable opportunity to cure any purported default. If the Agreement is terminated by the CITY, and provided CONSULTANT is not then in breach, the CONSULTANT shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the CONSULTANT shall have no other claim against the CITY by reason of such termination. This Agreement may be extended beyond the term only by the written agreement of both Parties prior to the expiration of the term of the Agreement.

11.0 SAFETY REQUIREMENTS. All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards established by CAL OSHA. The CITY may issue restraint or cease and desist orders to the CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. The CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. The CONSULTANT shall immediately report to the CITY any hazardous condition noted by the CONSULTANT.

12.0 MANDATORY INSURANCE. The CONSULTANT shall maintain the insurance coverage throughout the term of this Agreement, and, upon the CITY's request, the CONSULTANT shall provide the CITY with evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in such form and coverage amounts as set forth in Exhibit "C" attached hereto [attach City's standard insurance requirements for services with professional liability, or without professional liability, as applicable.]

12.1 Subcontractors. The CONSULTANT shall include all subcontractors, and/or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Project by the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain

certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.1. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

13.0 WORK PRODUCT.

13.1 Deliverables. The CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. The CONSULTANT shall, upon request by the CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to the CONSULTANT by the CITY.

13.2 Ownership.

(a) Unless otherwise agreed upon in writing, all draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by CONSULTANT in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of CITY. All Work Product and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by CITY upon final payment being made. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Any use of the Work Product by CITY for any other purpose than this Project, shall be at CITY's sole risk.

(b) CONSULTANT hereby assigns to CITY all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in the CITY pursuant to subsection (a), above.

(c) CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. CONSULTANT shall defend, indemnify and hold CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for

CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. This covenant shall survive the termination of this Agreement.

13.3 Confidentiality. Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Project assigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. The CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

13.4 Records. The CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by the CITY or the Designated Official. The CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, the CONSULTANT shall provide access to such books and records to the Designated Official, or his or her designees, and shall give the Designated Official, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

14.0 ASSIGNMENT AND SUBCONTRACTING. This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Official. The CITY's consent to an assignment of rights under this Agreement shall not release the CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

15.0 MISCELLANEOUS TERMS.

15.1 Nuisance. The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of Services under this Agreement.

15.2 Permits and Licenses. The CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and

certificates that may be required in connection with the performance of Services under this Agreement.

15.3 Conflicts of Interest. The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval, perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

15.4 Waiver. No delay or omission to exercise any right, power or remedy accruing to the CITY under this Agreement shall impair any right, power or remedy of the CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by the CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

15.5 Time Is of the Essence. The CONSULTANT shall commence, carry on and complete the Services with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards. Time is of the essence in CONSULTANT's performance of the Services

15.6 Captions for Convenience Only. The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

15.7 Word Usage. Unless the context clearly requires otherwise, (a) the word "shall" is mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

15.8 Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified below and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during the CONSULTANT's and the CITY's regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

Designated Official: _____

CONSULTANT's

Representative: _____

15.9 No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

15.10 When Rights and Remedies Not Waived. In no event shall the making by the CITY of any payment to the CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default that may then exist, on the part of the CONSULTANT, and the making of any such payment by the CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

15.11 Cost of Litigation. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys' fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys' fees paid or incurred in good faith.

15.12 Compliance with Laws. In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all applicable laws, statutes, and regulations of the United States and the State of California, and with the CITY's Municipal Code, ordinances, regulations and policies. **[IF THE AGREEMENT CALLS FOR SERVICES THAT, IN WHOLE OR IN PART, CONSTITUTE "PUBLIC WORKS" AS DEFINED IN LABOR CODE SECTION 1720 SUCH AS BOUNDARY SURVEY WORK, TOPOGRAPHICAL SURVEY WORK, RELOCATION WORK, CONSTRUCTION INSPECTION, TESTING AND OVERSIGHT SERVICES, SITE ASSEMBLY WORK, PRECONSTRUCTION TESTING AND INSPECTION SERVICES, INSTALLATION AND REMOVAL OF TEMPORARY FENCING AT PROJECT SITES, OR GEOTECHNICAL WORK (INCLUDING SOIL AND COMPACTION TESTING, FIELD TECHNICIAN OBSERVATION OF TRENCHING AND BACKFILL OPERATIONS, AND FIELD TECHNICIAN INSTALLATION OF MONITORING DEVICES), OR ELECTRICAL WIRING, USE THE FOLLOWING LANGUAGE AND INCLUDE EXHIBIT D "COMPLIANCE WITH CALIFORNIA LABOR CODE:** Further, this Agreement may call for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," the CONSULTANT shall comply in all respects with the all applicable provisions of the California Labor Code, including those set forth in Exhibit D, attached hereto.]

15.13 Severability. If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

15.14 Governing Law. The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in the Superior Court of the County of Los Angeles, or federal court with geographic jurisdiction over the City of La Mirada.

15.15 Integrated Agreement. This Agreement consists of this document, and all exhibits referred to herein, all of which are hereby incorporated by reference, and the all of the same constitute the final, complete and exclusive statement of the terms of the agreement between the CITY and the CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be binding or have any force or effect. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

15.16 Authority to Bind Parties. Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

15.17 Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the CITY's request for proposal, if any, shall prevail.

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement as of the date first set forth above.

CITY OF LA MIRADA

CONSULTANT*

a California municipal corporation

a [Legal Form of Entity]
Name of Business

Signature

Signature

Name: _____

Name: _____

Title: _____

Title: _____

Signature

Name: _____

Title: _____

* Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the City authorize only one person to sign this Agreement on behalf of the corporation.