



CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

REQUEST FOR PROPOSALS

FOR

**RISK MANAGEMENT AND SAFETY
CONSULTING SERVICES**

APRIL 25, 2022

**RESPONSE DUE
4:00 P.M. PACIFIC TIME JUNE 30, 2022**

I. INTRODUCTION

A. Purpose

The **California Joint Powers Insurance Authority** (California JPIA) is requesting written proposals to provide risk management and occupational safety, health, and environmental consulting services. Services include, but are not limited to, working with Authority Risk Managers to conduct risk management evaluations, developing written safety programs, performing health and safety exposure assessments, assessing and providing solutions for unique loss exposures specific to municipalities and conducting safety trainings for members of the California JPIA.

Services shall include but are not limited to: Illness and Injury Prevention, Heat Illness Prevention, Personal Protective Equipment (PPE), Electrical and Arc Flash Safety, Bloodborne Pathogens, Driver Safety, Vehicle Use Policy, Respiratory Protection, Aerial Lift, Hazard Communication, Hearing Conservation, Fall Protection, Ladder Safety, Lockout/Tagout, Machine Guarding, DOT Reasonable Suspicion, Confined Space, Powered Industrial Trucks, Backhoe and other earth working equipment. Conduct or facilitate the conducting of noise assessments, audiometric testing, asbestos and lead-based paint exposure assessments, sampling, and testing, and assist with program development. Provide ergonomic and body mechanics assessments and training for office, field, and public safety staff. Conduct risk management evaluations, inspections, and exposure assessments at sites such as administrative offices, aquatics centers, utilities, water tanks, wells, water treatment, wastewater collection, fire protection, law enforcement, sewer, park, playground, and maintenance yard facilities. Evaluate and provide virtual and in-person training as needed.

B. Period of Agreement

The selected Consultant(s) will be approved as the California JPIA's Risk Management Partner(s) for a period of three (3) years with two (2) additional one-year options, at the California JPIA's sole discretion. Appointment as Risk Management Partner(s) creates no right to reappointment or continued service.

If negotiations for renewal of this contract are delayed for reasons beyond control of consultants, the contract shall automatically be extended under the same terms and conditions until terminated by written notice by either party or by execution of a new contract.

C. Minimum Requirements

1. Consultants assigned to the California JPIA account shall possess the appropriate experience, per industry best practices, to facilitate the

requested services, and be thoroughly knowledgeable in municipal risk management, and Cal/OSHA General Industry and Construction standards. Desired and expected professional certifications include the Certified Safety Professional (CSP), Associate Safety Professional (ASP), Associate in Risk Management (ARM), Certified Risk Manager (CRM), and an applicable ergonomics-related certification. Additionally desired certifications include the Asbestos Consultant and Technician Certification, and Certified Lead Inspector/Assessor. Additional experience and knowledge regarding Air Quality Control District (AQMD) standards, oversight, and permitting requirements, Department of Toxic Substances Control (DTSC), and Resource Conservation and Recovery Act (RCRA) hazardous waste regulations. Additional experience and knowledge with the State Water Resources Control Board (SWRCB) - specifically their administration of the National Pollutant Discharge Elimination System (NPDES) permits and best practices involving stormwater runoff. Experienced with contractual risk transfer and review of public contracts. It is desirable that an Industrial Hygienist professional be on staff, however, outsourcing Industrial Hygiene projects is acceptable.

2. At least ten (10) years' experience providing comprehensive safety consulting.
3. At least three (3) years' experience working with governmental agencies, preferably including experience communicating and interacting with elected official (city councils, executive committees, etc.).
4. At least three (3) years' experience working with risk retention pools or a large client base.

D. Questions

Questions regarding the services being requested or the contents of this Request for Proposal (RFP) must be submitted via email on or before 4:00 p.m. (Pacific Time) May 16, 2022, and directed to the individual listed in Part I, Section E. Answers to written questions will be posted no later than May 26, 2022, to the California JPIA's website.

E. Correspondence

All correspondence, including questions and inquiries, are to be submitted via email to:

California JPIA
Attention: Veronica Ruiz, Agency Clerk
8081 Moody Street
La Palma CA 90623
Email: vruiz@cjpia.org

Proposals will be submitted via a secure link provided by the individual listed above (Part I, Section E.). When ready and able to submit the

proposal, the Proposer is to contact the individual listed above via email to request the link.

Note: Do not email or mail the proposal.

F. Admonition to Proposers

With the issuance of this RFP, Proposers are specifically directed not to contact individual members of the California JPIA Executive Committee, staff, or member agency staff for meetings, conferences or technical discussions related to this RFP, nor open discussions with any (re)insurance carrier concerning the California JPIA, unless authorized in writing to do so. **Failure to adhere to this policy may be grounds for rejecting Proposer from consideration.**

G. Proposal Submission Deadline

Proposals must be received by the California JPIA no later than 4:00 p.m. on June 30, 2022.

H. Conformity

Proposals must conform to the requirements of this RFP. The California JPIA reserves to its staff or Executive Committee the right to waive any irregularity in any Proposal or to reject any Proposal that does not comply with this RFP.

I. Costs

The California JPIA assumes no obligation for any costs incurred by any firm in preparing the statement of qualifications, attending an interview, or any other activity prior to award of the contract to the chosen firm(s).

J. Public Record

All responses submitted in response to this RFP will become the property of the California JPIA upon submittal and a matter of public record pursuant to applicable law.

The California JPIA reserves the right to retain all Proposals submitted, and all Proposals and materials submitted are subject to the "California Public Records Act."

K. Proposal Timeline

Release of RFP	April 25, 2022
----------------	----------------

Deadline for Question Submission	May 16, 2022, 4:00 p.m.
Responses to Questions Posted	May 26, 2022
Deadline for Receipt of Proposal	June 30, 2022, 4:00 p.m.
Interviews for Selected Proposers	August 4, 2022
Finalist Negotiations Completed	August 11, 2022
Executive Committee Selection	August 24, 2022
Effective Date	September 1, 2022

The California JPIA expects, but does not guarantee, that a decision on selection of firm(s) will be made by the Executive Committee on August 24, 2022.

II. ABOUT THE CALIFORNIA JOINT POWERS INSURANCE AUTHORITY

The [California JPIA](#) was formed in 1977 with 33 member agencies, under the provisions of California Government Code Section 6500 et seq., to provide a pooled, self-insured general liability program.

Since that time, the California JPIA has grown to a present membership of 123 public agencies in Los Angeles, Orange, Riverside, San Bernardino, San Diego, Ventura, San Luis Obispo, Monterey, Santa Clara, Santa Cruz, and Mono counties. The members employ over 30,000 people. All members participate in the self-insured general and auto liability pool. An optional self-insured, pooled workers' compensation program was formed in 1980 with 105 members currently participating. The California JPIA considers itself not only a provider of pooled coverages, but more importantly, a risk management organization focused on helping our members reduce the frequency and severity of their losses.

Insured programs include all risk, earthquake & flood, mechanical breakdown, pollution, crime, and other coverages.

A Board of Directors, consisting of one elected official appointed by each member, governs the California JPIA. The Board elects a President, Vice President and seven members to the Executive Committee, which meets monthly to supervise and conduct Authority affairs. A full-time staff headed by a Chief Executive Officer, employed by the Executive Committee, handles the day-to-day business of the California JPIA.

The California JPIA's mission is "Providing innovative risk management solutions for our public agency partners."

Our core values are:

Integrity: We hold ourselves to the highest ethical and professional standards. We pledge to fulfill our duties and deliver on our commitments.

Excellence: We pursue distinction with passion. We proactively assess our performance and strive to continuously improve programs, services, and work product.

Innovation: We foster creativity as we explore opportunities and meet challenges.

Teamwork: We pursue productive relationships through communication, collaboration, understanding, and respect.

Our vision is: We Will Exceed Our Members' Expectations.

It is our wish that those consultants submitting proposals for this RFP will embrace our same core values, vision and mission, as the Proposer selected shall be providing services to members on behalf of the California JPIA and expect no less than we hold ourselves accountable.

The California JPIA places strong emphasis on loss prevention and loss control, conducting on-site risk management evaluations, holding quarterly risk management roundtables, summits, presenting educational trainings, workshops webinars, and academies to members at regional locations and hosting our annual premier risk management educational forum.

III. THE SELECTION PROCESS

Proposals will be screened by California JPIA staff, which may use the services of an outside consultant. The Proposals will be narrowed to a number of semi-finalists that may be invited to an oral interview. Following any oral interview(s) and independent checking of references and other information which may be available to the California JPIA, the semi-finalists will be screened further to a final selection. The semi-finalists may be requested to submit compensation proposals to the California JPIA. Final negotiations will then take place with the finalist(s) who will subsequently be recommended to the Executive Committee.

The finalist(s) recommended to the Executive Committee will be considered and will be named the California JPIA's Risk Management Partner(s) for a period of three (3) years with two (2) additional one-year options, which may be exercised at the California JPIA's sole discretion.

Selection of the Risk Management Partner(s) will be made solely by the California JPIA on criteria determined by the California JPIA. The California JPIA may name more than one Risk Management Partner if it so decides.

IV. SCOPE OF WORK

The California JPIA Risk Management Partner(s) will provide services as outlined in Exhibit A.

V. PROCEDURE FOR SUBMITTING PROPOSALS

A. Format for Proposal

1. Proposals must be submitted as a PDF document(s) and not password protected or encrypted.
2. Show page numbers for all pages in the Proposal.
3. **Be saved with the title noting the organization's name followed by "Response to Request for Proposal to Provide Risk Management and Safety Consulting Services."**
4. Not contain any promotional, advertising, or display material.
5. Be valid for a period of ninety (90) days from the due date indicated in Part I, Section G.
6. Not be conditional, confidential or proprietary.
7. Not be withdrawn after the submission date.

Proposals are to be provided digitally through a secure link obtained from the agency clerk noted in Part I, Section E at the request of the proposer.

All Proposals will be reviewed and considered within one week after the deadline for submitting responses. There will be no public opening of Proposals. Prices and other proposal information shall not be made public until the contract is awarded. At that time, the executed contract will become public information.

B. Information to be Submitted with Proposals

The content and sequence of the information contained in each copy of the Proposal shall be as follows:

1. Letter of Transmittal
2. Table of Contents
Include a clear identification of the material by section and by page number.
3. Summary Sheet
 - a. Provide the name, title, and resume of all personnel who will be assigned to this program, including the primary management contact and all person(s) responsible for day-to-day work on the account.

4. Firm Organization

- a. Name of firm, date established, approximate revenue and approximate number of employees.
- b. Whether the firm is local, national or international.
- c. Location of office to serve California JPIA and its members.
- d. Number of years Proposer has been in business under the present name, as well as related prior business names.
- e. Describe structure and ownership of Proposer. State whether the firm is an individual proprietorship, partnership, limited liability company, corporation or joint venture.
- f. State all financial interests in other lines of business and/or entities.
- g. Describe the range of services provided by Proposer.
- h. Provide the name, title, experience and qualifications of the officers, directors and owners (if involved in management) of Proposer.
- i. Give the name(s) of the person(s) who will be authorized to make representations for Proposer, titles, addresses and telephone numbers.
- j. The number of individuals available to provide direct service to the California JPIA.

5. Conceptual Plan

The Proposal should address, but is not limited to, the Scope of Work contained in Section IV. The Proposal should include the following:

- a. A brief synopsis of Proposer's understanding of California JPIA's needs and how Proposer's experience and approach are best suited to meet those needs. Indicate features, skills, or services that distinguish Proposer and make it the best choice for the California JPIA.
- b. Description of methods employed to obtain and disseminate information about current local, statewide and national legislation, trends, new services, new concepts, etc., to the account team who would service this account.
- c. Explanation of any services described in the RFP that cannot be provided.
- d. Explanation of any proposed changes to the draft professional services agreement found in Exhibit B.

Describe how the Safety and Risk Management Consultative Service(s) would be developed and provided. Include discussions of risk analysis and the consultant's approach to addressing these with the members, provide sample written safety plans, examples of safety training provided to other clients to include delivery method, and evaluation of the effectiveness of such trainings. Describe how Proposer determines the effectiveness of such training, does this include ensuring participation of attendees, engaging and testing on the material presented, etc., please give examples. Describe the Proposer's process for determining the need to update training and written compliance and best risk management practices.

Provide examples of consulting on risk management issues such as noise complaints, noise exposures, air quality concerns, HVAC issues, water treatment or aquatic center chlorine levels or other such concerns. Describe methods, tools, and equipment utilized to conduct such assessments.

Describe and provide samples of reports to be used to communicate assigned activities and results. Include examples of an annual comprehensive service report that outlines number of trainings, occupational health and safety assessments conducted, number of risk management evaluations, or other specific assignments. Proposer shall obtain attendee feedback on the instructor or other method collecting data from trainings provided to show quality and effectiveness of the training and knowledge of the instructor. Describe the activities and services that would be provided to California JPIA membership as part of the Risk Management Partnership. Provide descriptions of support that would be included for topics on environmental, health and safety, loss control, legislation changes, resources that may include webinars, newsletters, fact sheets, awareness campaign materials, and other services. Additionally, attend periodic meetings with California JPIA staff to discuss operations and feedback.

6. Scope of Work

Describe how services in Section IV will be provided. It is not necessary to address every item, however, Proposer must identify items that will not be provided and include any proposed enhancements.

7. References

Consultant must include the following references:

- a. At least three and up to 10 of Proposer's largest California state or local public agencies for which Proposer has provided safety and risk management consulting services. For each reference give the agency name, contact name and title, phone number, dates services were provided, and a description of the program(s) serviced.
- b. At least three and up to 10 additional organizations for which Consultant has provided similar services. For each reference show the agency name, contact name and title, phone number, dates services were provided, and a description of the program(s) serviced.
- c. Additional references if desired, including any outside of California. For each reference show the agency name, contact name and title, phone number, dates services were provided, and a description of the program.
- d. List any failures or refusals to complete a contract with explanation.

8. Compensation

Please describe a preferred compensation arrangement (flat fee, hourly rate, per project rate, minimums, etc.). (Exhibit C)

9. Insurance

Proposer must provide and maintain in force at all times during the term of the services contemplated herein insurance per the terms of the sample contract (Exhibit B: Professional Services Agreement). Evidence of such coverage and limits is to be submitted as part of the Proposal.

10. Background Information

- a. Provide a brief summary of any investigations by regulatory agencies resulting in any penalty imposed by the agency.
- b. Provide a brief summary of criminal filings against the firm and/or its principles in the past ten (10) years.
- c. Describe any business relationships, formal or informal, with industrial hygienists, or other such specialty disciplines contemplated for service of the California JPIA account.

C. Proposal Conditions

1. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Agreement, California JPIA determines that Proposer has made a material misstatement or misrepresentation, or that materially inaccurate information has been provided to California JPIA, the Proposer may be terminated from the RFP process. In the event an Agreement has been awarded, the Agreement may be immediately terminated. In the event of termination under this provision, California JPIA is entitled to pursue any available legal remedies.

2. Right to Request Additional Information

During the evaluation process, California JPIA reserves the right to request additional information or clarifications from responding firms, or to allow corrections of errors or omissions.

At the discretion of California JPIA, firms submitting responses may be requested to make oral presentations as part of the evaluation process.

3. Right to Reject Proposals

California JPIA reserves the right without prejudice to reject any or all Proposals.

4. Qualification Interpretations and Addenda

Any change to or interpretation of the RFP by California JPIA will be posted on the California JPIA website by June 1, 2022. Any subsequent changes to or interpretations of the RFP will be sent to each firm or individual to whom an RFP has been sent, and any such changes or interpretations shall become a part of the RFP for incorporation into any agreement awarded pursuant to the RFP.

5. Public Record

All responses submitted in response to this RFP will become the property of California JPIA upon submittal and a matter of public record pursuant to applicable law.

The California JPIA reserves the right to retain all Proposals submitted, and all Proposals and materials submitted are subject to the "California Public Records Act."

6. Additional Services

The general service requirements outlined above describe the minimum work to be accomplished. Upon final selection of the firm, the scope of service may be modified and refined during negotiations with California JPIA.

7. Undue Influence

Proposer declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of California JPIA in connection with the award or terms of the Agreement that will be executed as a result of award of this RFP, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of California JPIA will receive compensation, directly or indirectly, from Proposer, or from any officer, employee or agent of Proposer, in connection with the award of the Agreement or any work to be conducted as a result of the Agreement. Violation of this Section shall be a material breach of the Agreement entitling California JPIA to any and all remedies at law or in equity.

EXHIBIT A

SCOPE OF WORK

Provide a broad range of environmental, health, and safety and risk management services to California JPIA members consisting of cities, municipalities, animal control agencies, and special districts. While many agencies are similar in operations, they remain unique in the services offered, facilities owned, and related exposures. Approximately, 34 members have their own police and 26 have their own fire services and may have jails, firing ranges, EMT, search and rescue, training burn towers, etc. The remainder, referred to as 'contract cities,' obtain their police and fire services from counties or other local agencies. Most cities, whether full service or contract, have administration such as city manager, or executive officer, city clerk, human resources, finance, IT, code enforcement officers, facility maintenance, building inspectors, public works, parks and recreation, planning, and other departments or divisions.

The Risk Management Evaluation (RME) is a member-focused evaluation conducted every 3 to 5 years. The RME is a proactive approach towards identifying and developing a personalized inventory of the issues confronting each member and is designed to assist individual Authority members in the identification of potential liability, property and workers' compensation exposures. The evaluations include, but are not necessarily limited to, individualized meetings with the member staff and departments, including detailed reviews of member's contracting practices, policies and procedures, training, and unique exposure assessments related to their management of risk. The evaluation culminates in a written report detailing the results of the assessment.

Members may have historical buildings, libraries, museums, equestrian centers or stables, petting zoos, zoos, boxing rings, elevators, escalators, ports, lakes, docks, large aquatic centers, open spaces, trails, skate parks, dog parks, water parks, water slides, ocean front property, cliffs, and beaches. In mountain regions, members experience cold weather, snow, and snow removal operations. There are exposures to wildlife, insects, unknown vegetation, sun exposures, heat, cold, rain, snow, etc. Several agencies provide water, sewer, and power services creating specific challenges and exposures. These members have water treatment facilities, large water reservoirs, wells, pump stations, confined space hazards, asbestos piping, high voltage and arc hazards, etc.

There are several transit agencies in the membership as well as cities with transit divisions.

Park and Recreation is a division for most cities, they can involve small and large operations offering various sport activities, maintain and operate sport complexes, golf courses, gyms, horseback riding, tennis programs, batting cages, aquatics, lifeguards, after school programs, day camps, have remote overnight summer camps, operate teen, senior, and community centers, hold special events to include excursions, parades, car shows, etc., and may oversee volunteers and docents.

Public works oversee all manner of roadway, signage, traffic signals, traffic control during roadwork, trenching, confined space entry, sidewalks, public parking lots, landscape and tree inspection and maintenance within the city's jurisdiction. While fleet maintenance, graffiti removal, tree trimming, traffic signs, may be divisions within public works, they can be stand-alone departments depending how the agency is structured. Fleet maintenance can involve all manner of preventative repairs, inspections, and maintenance that can include everything from lawnmowing equipment, staff vehicles, backhoes, forklifts, transit buses, dump trucks, snow removal equipment, tractors, firetrucks, and other heavy equipment. These departments typically generate NON-RCRA Hazardous Waste, maintain chemical storage and hazardous waste storage sites.

Agencies may require Class B and A licenses for certain positions that operate heavy equipment and can be subject to DOT/FTA/NTD and California Highway Patrol reporting and vehicle inspection requirements to include reasonable suspicion training for supervisors, and random drug screen programs for safety sensitive employees.

Services will be assigned as needed by the California JPIA's risk management and training staff. Service level requirements will vary by need; however, annually over the last five years, the California JPIA has outsourced approximately 100 risk management assignments to all our various Risk Management Partners, including approximately 1,000 trainings, 40 RME's, and other special assignments.

We anticipate that these numbers will remain steady for the foreseeable future. Please base your cost proposal utilizing this data.

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICE AGREEMENT (PSA) ("AGREEMENT"), is made and effective as of [Insert date], between the ("AGENCY") a municipal corporation and [Insert consultant], [a sole proprietorship, partnership, limited liability partnership, corporation] ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

I. TERM

This AGREEMENT shall commence on [Insert date] and shall remain and continue in effect until tasks described herein are completed, but in no event later than [Insert date] unless sooner terminated pursuant to the provisions of this AGREEMENT.

II. SERVICES

CONSULTANT shall perform the tasks described and set forth in Appendix A, attached hereto and incorporated herein as though set forth in full. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Appendix A. To the extent that Appendix A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

III. PERFORMANCE

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

IV. AGENCY MANAGEMENT

Agency's [Insert title] shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by CONSULTANT, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to CONSULTANT. Agency's Manager shall be authorized to act on AGENCY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section 5 hereof.

V. PAYMENT

- A. The AGENCY agrees to pay CONSULTANT monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Appendix B, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed [Insert amount] dollars (\$__.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
- B. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work not to exceed ten percent (10%) of the amount of the AGREEMENT, but in no event shall such sum exceed ten-thousand dollars (\$10,000.00). Any additional work in excess of this amount shall be approved by the Governing Board.
- C. CONSULTANT will submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within forty-five (45) days of receipt of an invoice therefore.

VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
- B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work

performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section 5.

VII. DEFAULT OF CONSULTANT

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the Agency Manager or his/her designee determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

VIII. OWNERSHIP OF DOCUMENTS

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of AGENCY or its designees at reasonable times to such books and records; shall give AGENCY the right to examine and audit said books and records; shall permit AGENCY to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.

IX. INDEMNIFICATION AND DEFENSE

A. Indemnity

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this AGREEMENT. CONSULTANT's duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY's sole or active negligence.

B. Duty to defend

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT's cost or at AGENCY's option, to reimburse AGENCY for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT's negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY's defense until such time as a final judgment has been entered

adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

X. INSURANCE

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Appendix C attached to and part of this AGREEMENT.

XI. INDEPENDENT CONSULTANT

- A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. Neither AGENCY nor any of its officers, employees, or agents shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees, or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.
- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

XII. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

XIII. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in

connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the Agency Manager or unless requested by the Agency Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this AGREEMENT or relating to any project or property located within the AGENCY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives AGENCY notice of such court order or subpoena.
- B. CONSULTANT shall promptly notify AGENCY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this AGREEMENT and the work performed there under or with respect to any project or property located within the AGENCY, unless the AGENCY is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless CONSULTANT is prohibited by law from informing the AGENCY of such Discovery. AGENCY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless AGENCY is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to CONSULTANT in such proceeding, CONSULTANT agrees to cooperate fully with AGENCY and to provide the opportunity to review any response to

discovery requests provided by CONSULTANT. However, AGENCY's right to review any such response does not imply or mean the right by AGENCY to control, direct, or rewrite said response.

- C. CONSULTANT covenants that neither he/she nor any officer or principal of their firm have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of their services hereunder. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having such interest shall be employed by them as an officer, employee, agent, or sub-consultant. CONSULTANT further covenants that CONSULTANT has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the AGENCY or the study area and further covenants and agrees that CONSULTANT and/or its subconsultants shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the AGENCY or the study area prior to the completion of the work under this AGREEMENT.

XVI. NOTICES

Any notices which either party may desire to give to the other party under this AGREEMENT must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To AGENCY: [Insert agency]

Attention: Agency Clerk

To CONSULTANT: _____

XVII. ASSIGNMENT

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. [Insert name] may use assistants, under his/her

direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [Insert name] from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

XVIII. LICENSES

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

XIX. GOVERNING LAW

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

XX. ENTIRE AGREEMENT

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

XXI. WORK SCHEDULED/TIME OF COMPLETION

AGENCY and CONSULTANT agree that time is of the essence in this AGREEMENT. AGENCY and CONSULTANT further agree that CONSULTANT's

failure to perform on or at the times set forth in this AGREEMENT will damage and injure AGENCY, but the extent of such damage and injury is difficult or speculative to ascertain. Consequently, AGENCY and CONSULTANT agree that any failure to perform by CONSULTANT at or within the times set forth herein shall result in liquidated damages of [Insert amount] dollars (\$__.00) per day for each and every day such performance is late or delayed. AGENCY and CONSULTANT agree that such sum is reasonable and fair. Furthermore, AGENCY and CONSULTANT agree that this AGREEMENT is subject to Government Code Section 53069.85 and that each party hereto is familiar with and understands the obligations of said Section of the Government Code.

XXII. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, and the contents of the proposal submitted by the CONSULTANT, Appendix D hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

XXIII. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT

By: _____
(Signature)

(Typed Name)

(Title)

[Insert agency]
A Municipal Corporation

Agency Manager or Governing Body

ATTEST:

Agency Clerk

APPROVED AS TO FORM:
Agency Attorney

By: _____

Attachments:	Appendix A	Tasks to Be Performed
	Appendix B	Payment Schedule
	Appendix C	Insurance Requirements
	Appendix D	Consultant's Proposal

APPENDIX A

TASKS TO BE PERFORMED

Tasks may include, but are not limited to, projects and/or trainings in the following areas:

APPENDIX B
PAYMENT SCHEDULE

APPENDIX C

INSURANCE REQUIREMENTS

Without limiting CONSULTANT's indemnification of AGENCY, 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 AGENCY.

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 (3) years after completion of the services required by this AGREEMENT.

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 AGENCY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of AGENCY, its officers, agents, employees and volunteers.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance and required endorsements to Agency as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by Agency's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with Agency for the contract period and any additional length of time required thereafter. Agency 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 contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of the Work hereunder by Consultant, their agents, representatives, employees, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by Agency 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 Agency before the Agency's own insurance or self-insurance shall be called upon to protect it as a named insured.

Agency'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, Agency has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by Agency will be promptly reimbursed by Consultant or Agency will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, Agency 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 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 Agency's Risk Manager.

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

Enforcement of contract provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Agency 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 Agency 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 Agency.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide the Agency 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. If any of the Consultant's insurers are unwilling to provide such notice, then Consultant shall have the responsibility of notifying the Agency immediately in the event of Consultant's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that Agency and its officers, officials, employees, agents, and volunteers shall be additional insureds under such 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 Agency 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 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 who is brought onto or involved in the project/service by Consultant (hereinafter collectively "subcontractor"), 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. However, in the event Consultant's subcontractor cannot comply with this requirement, which proof must be submitted to the Agency, Consultant shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the Consultant, but in all other terms consistent with the Consultant's requirements under this agreement. This provision does not relieve the Consultant of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended solely to provide Consultant with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the Consultant under this agreement given the limited scope of work or services provided by the subcontractor. Consultant agrees that upon request, all agreements with subcontractors, and others engaged in the project, will be submitted to Agency for review.

Agency's right to revise specifications. The Agency 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 Agency and Consultant may renegotiate Consultant's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by Agency. Agency reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention through confirmation from the underwriter.

Timely notice of claims. Consultant shall give Agency 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.

APPENDIX D

CONSULTANT'S PROPOSAL

EXHIBIT C
COMPENSATION