



CITY OF ORANGE

REQUEST FOR PROPOSAL NO. 22-23.06

The City of Orange is soliciting qualified firms to provide Legislative Advocacy and Grant Writing Services.

This Request for Proposal is set out in the following format:

- SECTION I - Introduction and Proposed Time Schedule
- SECTION II - Proposal Response Requirements
- SECTION III - Scope of Work and Cost of Proposal
- EXHIBIT A - About the City of Orange
- EXHIBIT B - Form of Professional Services Agreement

Proposals are due by September 12, 2022 at 5 P.M. PDT;

Proposing firms shall send responses via two separate emails to Aaron Schulze, Senior Assistant to the City Manager at aschulze@cityoforange.org by 5:00 PM on September 12, 2022. One email shall contain the general response to the RFP and the second email shall contain the cost proposal. Proposals received after 5:00 PM on September 12 will not be accepted.

Questions may be sent via email no later than September 5, 2022 to aschulze@cityoforange.org. Answers to any questions received will be sent via email to all proposing firms.

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SECTION I

INTRODUCTION

AND

PROPOSED TIME SCHEDULE

RFP NO. 22-23.06

SECTION I: INTRODUCTION AND PROPOSED TIME SCHEDULE

A. Introduction

The City seeks a qualified firm or firms to provide 1) State Legislative Advocacy 2) Federal Legislative Advocacy, and 3) Grant Writing services. Grant Writing services are desired for regional, state and federal opportunities. Firms are encouraged to submit proposals for one, two, or three of the components of this RFP, and each component will be evaluated separately.

Legislative Advocacy: The City seeks to augment its advocacy efforts at the state and federal level. The selected firm will assist in drafting the City's Legislative Platform, work with the City on goals and priorities for the legislative session, track and advocate for bills of interests to the City, and provide regular updates on relevant state and federal activities. The selected firm will facilitate meetings for staff and elected officials, create briefing materials, and be prepared to give verbal updates in public or internal meetings.

Grant Writing: The City seeks to augment existing revenue sources with grants for City needs and priorities. The selected firm will make the City aware of grant opportunities and develop professional grant proposals packaged for funding opportunities including, but not limited to, federal, state, foundation, agencies and organizations that support the City's funding needs and priorities. The selected firm will manage grants that have been awarded as needed.

The selected firm or firms will work with the City Manager's Office to implement the Scope of Work listed in Section III.

B. Proposed Time Schedule

Activity	Date
Initial distribution of RFP package	August 12, 2022
Proposal closing date and time	September 12, 2022 5:00 P.M. PDT
Interview of top vendors	September 26, 2022
Recommendation and selection of firm(s)	October 3, 2022
City Council approval	October 11, 2022
Anticipated execution of Agreement	October 12, 2022

SECTION II

PROPOSAL RESPONSE REQUIREMENTS

RFP NO. 22-23.06

SECTION II: PROPOSAL RESPONSE REQUIREMENTS

Each proposing firm shall organize their proposal as follows, in **two separate emails**. Attachments shall be in PDF format.

A. Email 1: General Response to RFP

This email shall contain a written description of the following:

Introductory cover letter

- Name and email address of the primary contact for future communications during the RFP process
- Identification of which component(s) the proposal is addressing (State Legislative Advocacy, Federal Legislative Advocacy, and/or Grant Writing)
- Identification of the key member of the firm who would have primary responsibility for delivering services to the City
- Relevant experience and qualifications, including education, of personnel who would be involved in providing services to the City
- If a sub-consultant is proposed, two to three similar qualifications and references should be provided for the sub-consultant
- List of past and current clients with similar service needs

Proposed scope of work for Legislative Advocacy and Grant Writing services.

Examples of work products related to the requirements of this RFP, including:

- Legislative advocacy
- Legislative platforms
- Bill tracking
- General updates on issues and activities
- Grant writing
- Grant packages and/or grant opportunities
- Grant tracking

Three professional references, including contact information (phone and email).

Conflict of Interest Statement. A proposing firm must disclose any conflicts of interest. A conflict of interest is defined as any proposer firm or principal of the firm having a known financial interest in connection with a member of the governing body of the City of Orange.

Acknowledgement that the firm will execute the attached Professional Services Agreement ("PSA"). Identify with specificity any exceptions and proposed revisions to the PSA required if the firm is selected.

B. Email 2: Cost Proposal

This email shall contain a written description of the following, with separate descriptions for each component if submitting proposals for multiple components:

- Fees for all services to be provided on a monthly retainer basis, to include sub-consultants, travel, and expenses.
- The terms of payment (milestone dates for fixed fees, frequency of invoices and due dates, etc.)
- Proposal may include “additional” service costs that are listed as optional within this RFP or not expressly listed. Must be a separate line item.

SECTION III

**SCOPE OF WORK
AND
COST OF PROPOSAL**

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SECTION III - SCOPE OF WORK

A. STATE LEGISLATIVE ADVOCACY (Component 1)

1. Work with the City Council, the City Manager, and key staff to discuss goals, objectives, opportunities, and priorities.
2. Maintain a working relationship with the City's legislative delegation.
3. Work effectively at the Sacramento-level with the Governor's office and various state departments.
4. Demonstrate an extensive knowledge of state laws, regulations and issues impacting the City.
5. On an annual basis, work with the City to update its Legislative Platform to look at upcoming legislative trends.
6. Undertake advocacy, including strategy development and all related activities to attain the objectives of the City. Related activities include policy analysis, drafting legislation, meeting with legislators and staff, obtaining sponsor(s) for legislation, drafting legislative amendments, coordinating testimony at legislative hearings and administrative agencies, attending meetings, organizing advocacy trips, and otherwise representing the City's positions.
7. Review all proposed, introduced, and amended legislation and administrative rules and regulations, to determine and provide analysis as appropriate on their impact on the City and recommend positions to be taken on the legislation and administrative rules and regulations.
8. Provide monthly electronic reports on status of legislation and other related matters such as bill language and committee analysis, an annual report giving an overview of approved legislation and final administrative rules and regulations and a forecast of important issues in the upcoming year.
9. Coordinate and cooperate with the League of California Cities, Association of California Cities – Orange County and other organizations, municipalities, companies and firms having similar legislative objectives as the City. Where appropriate, advocate positions on legislation and work to secure language in law that will advance the City's interests.
10. Regularly communicate with the City to assess legislative options, analyze legislation and discuss policy objectives including review and input into the City's legislative policy guide. Present legislative issues to the full City Council as needed/upon request.
11. Participate in regular informational, planning and coordination meetings with City staff as needed. Assist City Management and City Council during visits to Sacramento on official business.
12. Undertake advocacy on technical matters, compliance reporting and associated activities.
13. Prepare and file all applicable Fair Political Practices Commission lobbying documents and reports within all applicable deadlines, per the

provisions of the Political Reform Act of 1974 as amended. Provide the City notification of any changes or modifications that may be pertinent.

B. FEDERAL LEGISLATIVE ADVOCACY (Component 2)

1. Work with the City Council, the City Manager, and key staff to discuss goals, objectives, opportunities, and priorities.
2. Maintain a working relationship with the City's legislative delegation.
3. Work effectively at the federal level with various federal departments.
4. Demonstrate an extensive knowledge of federal laws, regulations and issues impacting the City.
5. On an annual basis, work with the City to update its Legislative Platform to look at upcoming legislative trends.
6. Undertake advocacy, including strategy development and all related activities to attain the objectives of the City. Related activities include policy analysis, drafting legislation, meeting with legislators and staff, obtaining sponsor(s) for legislation, drafting legislative amendments, coordinating testimony at legislative hearings and administrative agencies, attending meetings, organizing advocacy trips, and otherwise representing the City's positions.
7. Review all proposed, introduced, and amended legislation and administrative rules and regulations, to determine and provide analysis as appropriate on their impact on the City and recommend positions to be taken on the legislation and administrative rules and regulations.
8. Provide monthly electronic reports on status of legislation and other related matters such as bill language and committee analysis, an annual report giving an overview of approved legislation and final administrative rules and regulations and a forecast of important issues in the upcoming year.
9. Coordinate and cooperate with the League of California Cities, Association of California Cities – Orange County and other organizations, municipalities, companies and firms having similar legislative objectives as the City. Where appropriate, advocate positions on legislation and work to secure language in law that will advance the City's interests.
10. Regularly communicate with the City to assess legislative options, analyze legislation and discuss policy objectives including review and input into the City's legislative policy guide. Present legislative issues to the full City Council as needed/upon request.
11. Participate in regular informational, planning and coordination meetings with City staff as needed. Assist City Management and City Council during visits to Washington D.C. on official business.
12. Undertake advocacy on technical matters, compliance reporting and associated activities.
13. Prepare and file all applicable Fair Political Practices Commission lobbying documents and reports within all applicable deadlines, per the provisions of the Political Reform Act of 1974 as amended. Provide the

City notification of any changes or modifications that may be pertinent.

C. GRANT WRITING (Component 3)

1. Work with City staff to facilitate meetings with City departments to assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for possible funding.
2. Conduct research to identify grant resources including, but not limited to, federal, state, foundation, agencies and organizations that support the City's funding needs and priorities (emphasizing grants which require no "matching" funds), including, but not limited to:
 - a. Infrastructure and park development/maintenance
 - b. Public safety
 - c. Economic development
 - d. Housing and housing programs
 - e. Technology
 - f. Parks and recreation programs
 - g. Multimodal transportation
 - h. Workforce development
 - i. Records management
 - j. Senior, family, and youth programs
 - k. Energy, efficiency and sustainability
 - l. Historic building maintenance and reuse
3. Provide general grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of funding abstracts and production and submittal of applications to funding sources. Provide a copy of each grant application package submitted for funding, in its entirety, to the City.
4. Submit monthly reports to the City summarizing the amount of time expended, describe activities undertaken during the previous month, and status of those activities.
5. Manage grants awarded to the City as needed.

D. COST OF PROPOSAL

- Include fees for all services to be provided on a monthly retainer basis, to include sub-consultants, travel, and expenses.
- State the terms of payment (milestone dates for fixed fees, frequency of invoices and due dates, etc.)
- Proposal may include "additional" service costs that are listed as optional within this RFP or not expressly listed. Must be a separate line item.
- Costs should be provided separately for each component, if submitting proposals for multiple components.

EXHIBIT A

ABOUT THE CITY OF ORANGE

RFP NO. 22-23.06

EXHIBIT A – ABOUT THE CITY OF ORANGE

CITY OVERVIEW

The City of Orange, with a population of approximately 140,000, is situated in Central Orange County, approximately 32 miles southeast of Los Angeles. The City's land area is 24 square miles.

The City of Orange was incorporated in 1888 under the general laws of the State of California. However, Orange dates back to 1869 when Alfred Chapman and Andrew Glassell, both lawyers, accepted 1,385 acres of land from the Rancho Santiago de Santa Ana as legal fees. Soon thereafter, the men laid out a one square mile town with ten-acre farm lots surrounding a forty acre central town site. The center of the town site became known as the Plaza which has become the symbol of the community. Today, the Plaza and the majority of the original one square mile town site contain many homes and buildings dating to the early days of the City and the site is registered on the National Register of Historic Places.

Under a council-manager form of government, a mayor is elected every two years and six council members are elected from districts to four-year terms alternating on a two-year basis. The City Manager, who is the administrative official of the City, is appointed by the City Council.

The City provides a full range of services for its citizens. These services include police, fire, paramedic, emergency transportation, library, recreation and parks, planning and development, street improvements and lighting, and general administration. The City also operates a water utility and through third-party contracts, operates a senior citizen center and provides solid waste collection services.

EXHIBIT B

**FORM OF PROFESSIONAL SERVICES
AGREEMENT**

PROFESSIONAL SERVICES AGREEMENT
[/Insert type of service/ Services]

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made at Orange, California, on this ____ day of _____, 20__ (the "Effective Date") by and between the CITY OF ORANGE, a municipal corporation ("City"), and **[insert legal name of Contractor]**, a **[insert the type of entity]** ("Contractor"), who agree as follows:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit "A," which is attached hereto and incorporated herein by reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. The services which are the subject of this Agreement are not in the usual course of City's business and City relies on Contractor's representation that it is independently engaged in the business of providing such services and is experienced in performing the work. Contractor shall perform all services in a manner reasonably satisfactory to City and in a manner in conformance with the standards of quality normally observed by an entity providing such services to a municipal agency. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

[Optional Provision:] [Insert Name and Position] ("City's Project Manager"), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor's performance hereunder shall be under the supervision of City's Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City's Project Manager to the extent required by City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City's Project Manager and the City Manager.

2. Compensation and Fees.

a. Contractor's total compensation for all services performed under this Agreement, shall not exceed **[insert amount]** DOLLARS and **[##]/100 (\$[insert amount])** without the prior written authorization of City.

b. The above compensation shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto rental, subsistence and all related expenses.

3. Payment.

a. As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. **[Alternative Provisions – choose one:]** [(1) City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.] [(2) City will pay Contractor the amount invoiced within thirty (30) days, but may withhold 10% of any invoice until all work is completed, which sum shall be paid within thirty (30) days of completion of the work and receipt of all deliverables.] [(3) City will pay Contractor the amount invoiced, but in no event shall pay more than 50% of the not to exceed price until all work is completed.] [(4) City will pay Contractor the amount invoiced within thirty (30) days of receipt of all deliverables.]

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to approve a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not

limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Only those qualified persons authorized by City's Project Manager, or as designated in Exhibit "A," shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

9. **Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

10. **Time of Completion.** Except as otherwise specified in Exhibit "A," Contractor shall commence the work provided for in this Agreement within five (5) days of the Effective Date of this Agreement and diligently prosecute completion of the work **[Alternative Provisions – choose one:]** [(1) within [insert number] (##) calendar days from such date]; [(2) in accordance with the time period set forth in Exhibit "A" hereto] or as otherwise agreed to by and between the representatives of the parties.

11. **Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

12. **[Optional Provision or "Reserved"] Liquidated Damages.** Contractor shall pay City, or have withheld from monies due it, as liquidated damages, the sum of [insert amount] Dollars (\$[insert amount]) per day for each and every calendar day delay in finishing the work within the time specified, including any written extensions which may be granted, in writing, in accordance with this Agreement.

13. **Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

14. Products of Contractor. The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

15. Equal Employment Opportunity. During the performance of this Agreement, Contractor agrees as follows:

a. Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

b. Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

c. Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

16. Conflicts of Interest. Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a consultant to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code. **[Optional provision:** Contractor further agrees that it shall not be eligible to work as the design/build firm for the project that is the subject of this Agreement.]

17. Indemnity.

a. To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the "Indemnitees") entirely harmless from all liability arising out of:

(1) Any and all claims under workers' compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's subcontractor's employees arising out of Contractor's work under this Agreement, including any and all claims

under any law pertaining to Contractor or its employees' status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City's property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

b. [Optional Provision for agreements requiring professional liability insurance or "Reserved":] To the fullest extent permitted by law, and as limited by California Civil Code 2782.8, Contractor agrees to indemnify and hold Indemnitees harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property to the extent caused by its negligent professional act or omission in the performance of professional services pursuant to this Agreement.

c. Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.

d. The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

18. Insurance.

a. Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

b. Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) One Million Dollars (\$1,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

c. Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of One Million Dollars (\$1,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

d. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

e. Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured. Any umbrella liability insurance that is provided as part of the general or automobile liability minimums set forth herein shall be maintained for the duration of the Agreement.

f. **[Optional provision or “Reserved”:]** Contractor shall maintain during the life of this Agreement professional liability insurance covering errors and omissions arising out of the performance of this Agreement with a minimum limit of One Million Dollars (\$1,000,000) per claim. Contractor agrees to keep such policy in force and effect for at least five (5) years from the date of completion of this Agreement.

g. The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

h. Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days’ prior written notice to City.

i. Except for professional liability insurance coverage that may be required by this Agreement, all insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide. In the case of professional liability insurance coverage, such coverage shall be issued by companies either licensed or admitted to conduct business in California so long as such insurer possesses the aforementioned Best rating.

j Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

k. Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

l. Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

19. **Termination.** City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

20. **Maintenance and Inspection of Records.** In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

21. **Compliance with all Laws/Immigration Laws.**

a. Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

b. If the work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the classifications for which the Department of Labor Relations of the State of California

promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations (www.dir.ca.gov/DLSR). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

c. Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

d. Contractor shall require all subcontractors or subconsultants to make the same representations and warranties as set forth in Subsection 21.c.

e. Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

f. Contractor shall require all subcontractors or sub-consultants to make the same verification as set forth in Subsection 21.e.

g. If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material

breach of this Agreement and may be cause for immediate termination of this Agreement by City.

h. Contractor agrees to indemnify and hold City, its officers, officials, agents and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

22. Governing Law and Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

23. Integration. This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

24. Notice. Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class U.S. mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within three (3) days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

Attn.: _____

City of Orange
300 E. Chapman Avenue
Orange, CA 92866-1591
Attn.: _____

Telephone:
E-Mail:

Telephone:
E-Mail:

25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

[Remainder of page intentionally left blank; signatures on next page]

IN WITNESS of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

“CONTRACTOR”

“CITY”

[Insert name of contractor.]

CITY OF ORANGE, a municipal corporation

*By: _____

Printed Name: _____

Title: _____

By: _____

[Insert “Rob Houston, City Manager” if Contract does not require Council approval or “Mark A. Murphy, Mayor” if Contract requires Council approval.]

*By: _____

Printed Name: _____

Title: _____

ATTEST:

Pamela Coleman, City Clerk **[This attestation provision need only be included when the Mayor signs the Contract.]**

APPROVED AS TO FORM:

(Senior/Assistant) City Attorney

- *NOTE:** City requires the following signature(s) on behalf of the Contractor:
- (1) the Chairman of the Board, the President or a Vice-President, **AND** (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. **OR**
 - The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to City.

EXHIBIT “A”

SCOPE OF SERVICES

[Beneath this sheet.]