



REQUEST FOR PROPOSALS

Marketing Services for Tri-Cities Collaboration

Release Date: February 27, 2020
Submission Deadline: March 26, 2020

The City of Glendale ("City") invites qualified firms to submit a proposal to provide marketing services for the "Tri-Cities" of Burbank, Glendale, and Pasadena with the goal of showcasing this region as an innovation hub for technology ("tech"), engineering, start-up, capital, and media. Proposals must be submitted in accordance with all requirements of this Request for Proposal ("RFP"). Any questions regarding this request for proposals should be directed to:

JENNIFER MCLAIN HIRAMOTO
DEPUTY DIRECTOR OF ECONOMIC DEVELOPMENT
GLENDALE ECONOMIC DEVELOPMENT DIVISION
633 EAST BROADWAY, SUITE 201
GLENDALE, CALIFORNIA 91206
PHONE 818.548.2005
EMAIL: JHIRAMOTO@GLENDALECA.GOV

The City of Glendale (“City”) invites qualified firms to submit a proposal to provide marketing services for the “Tri-Cities” of Burbank, Glendale, and Pasadena with the goal of showcasing this region as an innovation hub for technology (“tech”), engineering, start-up, capital and media. Proposals must be submitted in accordance with all requirements of this RFP. **All proposers are hereby notified that the City reserves the right to amend, modify or cancel this RFP process at any time within its sole and absolute discretion. Further, proposers are advised, as further defined herein, that no lobbying of any elected officials is permitted during the RFP process. Submissions in response to this RFP from any proposer that has lobbied any City elected officials during this RFP process will be disqualified.**

NOTICE OF PROHIBITION OF COMMUNICATION WITH, AND GIFTS OR GRATUITIES TO, THE CITY AND OTHERS

A. From the date the report to City Council recommending the issuance of this RFP is published until the date on which the City awards a contract, if any, a Proposer must not directly or indirectly give, furnish, donate, or promise any money, compensation, gift, gratuity, or anything of value to the Glendale City Council or any City employee for the purpose of, or which has the effect of:

1. Securing or establishing an advantage over other Proposers;
2. Securing or recommending the selection of the Proposer's Proposal; or
3. Securing or recommending a Contract award to any Proposer.

Violation of the forgoing prohibitions will constitute grounds for rejection of a proposal(s). Such rejection may be made within the sole and absolute discretion of the City of Glendale.

B. As more specifically set forth herein below under "Submission Deadline and Requirements," the deadline for receiving proposals in response to this RFP is **5:00 pm on March 26, 2020**. At all times following this deadline, and continuing until the City awards a contract, if any contract is awarded (the "Review Period"), all Proposers and their surrogates are prohibited from communicating in any manner with any Glendale City Council member and City employee involved in the RFP process unless expressly authorized by this RFP. This prohibition means that Glendale City Council members and City employees involved in the RFP process will not hold any meetings, conferences, or discussions via email, telephone, in-face, any form of social media or otherwise, with any Proposer during the Review Period. Provided, however, proposers and their representatives are not prohibited from making oral statements or presentations in public to one or more representatives of the City during a public meeting, and proposers may write to the City Council as a whole *after* City staff written recommendations are published in anticipation of a public meeting.

The Economic Development Divisions for the Cities of Burbank, Glendale and Pasadena are partnering together on this Request for Proposals in search of a qualified firm that can create, develop, and implement a brand identity and marketing strategy for the “Tri-Cities” area of Burbank, Glendale and Pasadena. This firm will have the capacity to integrate the assets and resources unique to the area into a campaign appealing to a target audience of existing and prospective technology firms, entrepreneurs, and start-ups, and the associated pipeline of talent.

The consultant should specialize in project management, research, marketing, and creative design as it relates to the development of a community brand. To be eligible to respond to the RFP, the consultant must demonstrate that it is a firm with significant experience and resources to develop and implement a community branding initiative. Priority will be given to those firms that have experience with local governments. Firms will be expected to work with the cities to develop a marketing plan and execute this plan.

Goals

The primary goals for this project are to:

1. Create a collective brand identity for Burbank, Glendale and Pasadena (the Tri-Cities) to position the area as an innovation hub for technology, engineering, start-up, capital, entrepreneurship, and media;
2. Create a marketing strategy specific to the sectors listed above to promote the Tri-Cities on a local and national level;
3. Increase awareness of existing institutions, resources, events, and assets within the Tri-Cities; and,
4. Attract and retain new investment in the Tri-Cities to the Tri-Cities area, including new business opportunities that complement and enhance existing inventory, and technology, engineering, start-up, capital, entrepreneurship, and media space.

City of Burbank

Dubbed the “Media Capital of the World,” the City of Burbank is at the center of today’s entertainment industry, home to 1,000 entertainment and media companies, and 39,000 creative industry jobs. In a world where content is king, Burbank is a leader. The city’s demographics reflect an average household income of \$106,000 , and median household income of \$77,700 an educated population with more than 71% achieving some college or above, and a 20-minute drive-time population of one million, Burbank offers a dynamic commercial environment filled with opportunity. The economic base is strong and diversified, with a progressive emphasis on the fusion of entertainment and hi-tech.

In September 2016, the City of Burbank launched its first series of entrepreneurial events known as Burbank Tech Talks. The Burbank Tech Talks stemmed from the original Burbank Tech Summit held in November of 2015 with over 200 business owners, entrepreneurs, and technology enthusiasts in attendance. Feedback from attendees suggested that Burbank should

create more frequent opportunities for entrepreneurs to network and collaborate. The Burbank Tech Talks was a natural progression for the City of Burbank with its high concentration of tech and media companies, high speed fiber optics network, and creative/flex office space, Burbank is the place where entrepreneurs thrive.

As a result, Burbank Tech Talks launched an entrepreneurial speaking series to create opportunities for the entrepreneurs to meet in Burbank while also promoting and growing various start-up sectors such as tech, media, biotech and clean tech industries. More than 1,000 entrepreneurs have networked and heard reputable industry professionals in media, information technology, and venture capital provide advice and insight on how to succeed in the entrepreneurial industry. In December 2018, the City's Economic Development staff created the first-ever Burbank StartUp Pitch Fest as part of the Tech Talk Series. The successful event attracted more than 100 attendees and paved the way for further growth in the entrepreneurial ecosystem in Burbank. The second StartUp Pitch Fest launched in September 2019 with more than 50 start up submissions. The City's Economic Development staff created the Tech Talk series and StartUp Pitch Fests, in part, to help highlight Burbank's technological and entrepreneurial attributes and assets while also assisting start-ups with opening or relocating their business to Burbank.

City of Glendale

Glendale is known as the "Jewel City" and is situated in the heart of the Los Angeles Metropolitan area. Glendale is home to 1,000 tech, entertainment and media companies, and more than 40,000 tech and creative industry jobs. Glendale has a diverse and exciting commercial environment that includes the Americana at Brand, Glendale Galleria, among many other venues. The economic base is strong and diversified, with an emphasis on tech, creative arts, finance, legal and media.

Glendale's central location will allow firms to engage with the burgeoning tech industry of Southern California. It is comprised of more than 200,000 residents, and has a workforce population of 100,000. Glendale is an existing hub of tech talent, with industry leaders such as the Walt Disney Company, LegalZoom, Age of Learning, and ServiceTitan calling Glendale home. The technology industry is a prosperous economic cluster that stimulates economic growth in the region by providing an ample source of jobs and high paying salaries. In addition to local tech giants and smaller start-ups, jobs in tech are increasingly common in other industries, such as law, medicine, banking, retail, and development.

Glendale is committed to supporting and growing business enterprises that improve its economy. Since the adoption of the Glendale Tech Strategy ("Tech Strategy") in January 2017, Glendale has implemented and facilitated a variety of efforts focused on the local start-up and innovation ecosystem. Glendale has built on the growing success of programming with events such as the monthly meet-up, Glendale Tech on Tap, and the annual event, Glendale Tech Week, which attracted 5,500 participants in 2019. These events bolster Glendale's efforts to position itself as "the tech hub" for the Northeast Los Angeles region, by creating an inspiring environment that will strengthen the innovative tech ecosystem in and around Glendale.

In addition to programming, Glendale has been successful in upgrading the physical office spaces and locations available to start-ups. This has included attracting Regus, Industrious, and WeWork, and recently received \$1 million grant to launch a start-up tech accelerator.

City of Pasadena

A popular destination located 10 miles northeast of downtown Los Angeles, Pasadena attracts a wide variety of business, shoppers, and visitors 365 days a year. What makes Pasadena so attractive is the breadth of amenities available. From transit-friendly services and walkability scores in the top 5% of the nation, to cultural landmarks and shopping and dining from every corner of the globe. Pasadena is full of creatives, entrepreneurs, CEO's and actual rocket scientists. With a population of approximately 145,000 residents, Pasadena has an average household income of approximately \$107,000 with 70% of residents having a college degree or higher. This highly educated population helps to create a thriving employment base. There are over 115,000 jobs within Pasadena and a labor force of over 81,000 making it the ninth-largest city in Los Angeles County.

With a diverse and thriving employment base, Pasadena is home to some of the most successful companies in the world, as well as best-in-class institutions like ArtCenter College of Design, Caltech, and soon the Kaiser Permanente School of Medicine. Regarded as the epicenter for discovery, pioneering work in science, art and space exploration happens every day at the great institutions, start-ups and businesses headquartered in Pasadena. Even more innovation exists at Pasadena's urban centric co-working spaces and incubators such as Idealab, the Pasadena Bioscience Collaborative, Kitchen United, and the Chef Center of California.

To support technology companies and foster innovation in Pasadena, the City and a small group of community and business leaders from Caltech, ArtCenter, PCC, and local tech companies founded Innovate Pasadena in 2012. Innovate Pasadena helps cultivate innovation by supporting and producing programs to increase access to technology, science, and the art while encouraging resource exchange through collaborator luncheons and quarterly meet-ups. Each October Innovate Pasadena hosts Connect Week, a week-long event of independently organized talks, workshops, and social events produced by independent organizers and hosted in venues across Pasadena.

Pasadena is also one of the primary cultural centers of the San Gabriel Valley and home to the Norton Simon Museum, USC Pacific Asia Museum, and the Pasadena Museum of History.

In addition, Pasadena is best known regionally and internationally for two of its largest annual events; the New Year's Day Rose Parade® and the Rose Bowl Game®.

Phase 1: Brand Platform Development

The Proposer should identify and clearly articulate the Tri-Cities region's key distinctive competencies. The Proposer should develop a succinct message that communicates our unique value proposition.

The following questions should be answered:

- What are the Tri-Cities' strengths in the areas of technology and media?
- What do the Tri-Cities want to be known for?
- How can the Tri-Cities region distinguish itself from Silicon Beach and Silicon Valley to become a hub in its own right?

The new Tri-Cities brand platform will be a roadmap for all communications. It should be capable of being used across a variety of programs and services, as well as throughout the community.

Messaging Deliverables:

- An alternative name for "Tri-Cities"
- Brand positioning statement articulating our brand persona and our positioning relative to other regional tech hubs

Logo and Tagline Development Deliverables:

- Develop Logo and Tagline
- Once logo and tagline(s) have been chosen, include development of a full identity system including, but not limited to, graphic elements, brand architecture, logotype, fonts, color palette, icon system, imagery, co-branding, website branding, templates for presentations, business cards, letterhead, envelopes, brochures and flyers, social media graphics, interior and exterior signage, and email signature

Phase 2: Brand Implementation & Marketing Strategy

This task involves identifying the activities that will establish the Tri-Cities' new brand identity and ongoing strategies for communicating, maintaining, and enhancing the brand's value over the 12 – 18 month timetable of the RFP. These strategies should:

- Prioritize both short and long-term strategies and tactics, including a timeline
- Enable target audiences to connect and interact with the Tri-Cities and use feedback to further build the Tri-Cities brand
- Provide opportunities for target audiences to become advocates

Proposers will be expected to:

- Work as liaison with any partners to create and maintain communications and enlist their cooperation in promoting campaigns and events
- Draft, edit, seek approval for and distribute media materials such as press releases, advisories and pitches
- Work with cities to pursue any strategic promotional partnerships
- Support Cities of Burbank, Glendale, and Pasadena staff in preparing for and responding to media inquiries

Brand Implementation and Marketing Deliverables:

- Marketing strategy with recommendations for ad placement, marketing channels, events, and other opportunities to increase awareness for brand and geographic area.

- Develop collateral and advertising material. Services may include graphic design for the development of all print and digital collateral (such as newsletters, posters, direct mail, service cards), print and broadcast advertising, public meeting presentation materials and supplemental video productions
- Detailed method for tracking results and measuring success
- Targeted media list(s) for ongoing initiatives as well as special events

Consultant Responsibilities

At the beginning of the project the selected consultant shall meet with Cities of Burbank, Glendale, and Pasadena staff to discuss the approach and method to proceed. Meetings will continue throughout the duration of the project to review the progress of the work, to discuss any changes in direction or needed details, and in general to ensure that work is proceeding as required. The Cities shall make available to the selected consultant all prior economic development plans, and any other studies and/or products. These elements are critical to the creation and implementation of the marketing and branding strategy.

PROPOSAL REQUIREMENTS

Submittals should include, at a minimum, the following information and follow this general outline:

1. Cover Letter

An overall introduction to the submittal that is signed by an individual authorized to bind the proposing entity.

2. Executive Summary

Provide a summary that demonstrates the Proposer’s knowledge and understanding of the Tri-Cities’ existing assets and resources, and which highlights the intended deliverables and proposed strategy to achieve key milestones.

3. Services

Provide a description of services offered.

4. Program Approach

Provide a detailed description of how the objectives outlined in the Project Scope section will be achieved. Include tasks, methodologies and a description of cities’ involvement in the process.

5. Prior Experience and References

Provide a detailed description of the Proposer’s qualifications and experience to demonstrate that it has the resources and experience necessary to meet the requirements of this RFP, including:

- a. Experience relevant to the scope of work outlined for this event;

- b. Sample presentation of previous projects the applicant has provided marketing services for, to demonstrate experience in every facet of the proposed scope of service. The presentation should be submitted as a PDF file as Exhibit 3.
- c. Description of key individuals on the coordination team, their background experience and their role and responsibility during the project;
- d. Proposer references.

6. Project Budget

Provide a preliminary project pro forma that demonstrates how the Proposer would create and manage the budget. This contract is not-to-exceed \$30,000.

7. Timeline

Provide an estimated-schedule showing the expected sequence of tasks and subtasks, with important milestones noted.

8. Conflict of Interest Declaration

Complete and submit a Conflict of Interest Declaration attached to this RFP as Exhibit 1.

9. Professional Services Agreement

The selected Proposer will be required to enter into a professional services agreement with the City of Glendale, and will be required to meet specified insurance requirements, including provision of certificates of coverage and endorsements. The City's professional services agreement and insurance requirements are attached to this RFP as Exhibit 2. Proposers shall disclose in the RFP response if they are unable to meet any of the requirements in the City's professional services agreement or insurance requirements.

SELECTION CRITERIA

Evaluation of the proposals will be based upon:

- overall responsiveness to the RFP;
- organization and clarity of proposals related to the scope of work;
- ability to meet the City's general terms and conditions, including contract terms;
- firm experience with marketing;
- qualification and experience of assigned personnel; and
- references.

SELECTION PROCESS

The RFP review committee may schedule interviews and/or presentations with short-listed proposers. Based on the outcome of the review committee's evaluation of

proposals, a recommendation may be submitted to the Glendale City Council for consideration of award.

An award of contract occurs when the contract is approved for execution by the Glendale City Council. City Council selection of a proposer with whom the City enters into contract negotiations, or a review committee recommendation of an award or a recommendation by any other party does not constitute an award of contract. The City expects, but does not guarantee, that the decision on selection of a firm will be made by the Glendale City Council on the date indicated below.

Please note that any questions about this RFP must be submitted in writing to Sandra Rodriguez at sanrodriguez@glendaleca.gov by March 12, 2020. Responses to all written questions will be issued on March 19, 2020.

Tentative Schedule

Written Questions Due	March 12, 2020
Responses to Written Questions Issued	March 19, 2020
Proposal Submission Deadline	March 26, 2020 by 5:00 pm
Proposal Review and Possible Interviews/Presentations	Week of April 6, 2020
Recommendation Submitted to City Council for Consideration	Week of April 13, 2020

SUBMISSION DEADLINE AND REQUIREMENTS

Interested individuals or firms must submit a concise written proposal generally following the presented outline. Individuals or firms desiring to respond shall submit proposals in sufficient detail to allow for a thorough evaluation and comparative analysis. Proposers must submit one electronic copy to Sandra Rodriguez at sanrodriguez@glendaleca.gov.

Proposals must be received no later than 5:00pm on March 26, 2020. A confirmation email to ensure receipt is strongly encouraged.

ACCEPTANCE OF SUBMITTALS

The City may, in its sole discretion reject any and all submittals for any reason. The City may reject incomplete submittals or those lacking adequate information to allow effective evaluation of the submittal.

In addition to the written proposal submission, each qualified firm may be asked to make an oral presentation and be interviewed by a selection committee composed of Tri-Cities staff. Oral interviews will be arranged with the individual identified in your proposal to receive notices.

NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT

All responses to this Request for Proposals (“RFP”) accepted by the City shall become the exclusive property of the City. Responses to this RFP shall remain exempt from public disclosure until negotiations with the winning proposer are complete. At that time all proposals accepted by the City shall become a matter of public record. Each element of a proposal which a developer desires to be non-disclosable as a public record must be so designated; provided, however, non-disclosure cannot be guaranteed. Blanket statements or non-specific designations of “Trade Secret”, “Confidential” or “Proprietary information” are not sufficient to protect documents submitted in response to this RFP from public disclosure, and such blanket statements or non-specific designations shall not bind the City in any way whatsoever, or prevent disclosure. If disclosure of responses to this RFP is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

EXHIBITS

- Exhibit 1 – Conflict of Interest Form
- Exhibit 2 – Professional Services Agreement and Insurance Requirements



**City of Glendale
Disclosure - Campaign Finance Ordinance
Applicants Seeking Entitlement**

Submit to Permit Services Center, 633 E. Broadway, Rm. 101.
For more information, call 818-548-3200.

(To be Completed Prior to Preparation of Staff Reports for Consideration of Entitlement Matter by Council, Agency, or Authority, or at Time of Appeal to the City Council if the Applicant is also the Appellant)

In August 2011, the Glendale City Council adopted Ordinance No. 5744, which becomes effective on September 9, 2011 ("Ordinance"). The Ordinance prohibits campaign contributions from "applicants seeking entitlement," their contractors and subcontractors (including their architects, engineers, and design professionals) while the application is "pending" and for 12 months thereafter. The Ordinance also prohibits Council Members from voting on any matter pertaining to an entitlement if the Council member has received a campaign contribution from the applicant seeking the entitlement, or certain contractors or subcontractors of the applicant, within the 12-month period preceding the vote.

The Applicant and the Owner/Lessor hereby discloses as follows.

(If printing, please print legibly. Use additional sheets as necessary.)

1. Name of Applicant and Name of Owner/Lessor on whose behalf application is filed:

Full Name	Title	Business Address	City	State	Zip

II. Officers or owners/investors of Applicant Entity. Please also disclose the following persons or entities related to the applicant entity: CEO/President, Chairperson, Chief Operations Officer, Chief Financial Officer, any member of the Board of Directors, and any individual or entity that owns 10% or more the contractor of applicant seeking entitlement, as well as any campaign +

Full Name	Title	Business Address	City	State	Zip

III. Contractor of Applicant(s) Seeking Entitlement*

Full Name	Title	Business Address	City	State	Zip

* "Contractor of Applicant Seeking Entitlement" means "a person who has, or has been promised, a contract as an architect, design professional, engineer, or general or prime contract with an applicant seeking entitlement. "Contractor of applicant seeking entitlement," includes not only the contracting party but also the CEO/President, Chairperson, Chief Operations Officer, Chief Financial Officer, any member of the Board of Directors, and any individual or entity that owns 10% or more the contractor of applicant seeking entitlement, as well as any campaign committee that is sponsored and controlled by the contracting party. Please list the names and addresses of all of these parties.

IV. Subcontractor of Applicant(s) Seeking Entitlement**

Full Name	Title	Business Address	City	State	Zip

** "Subcontractor of Applicant Seeking Entitlement" means "a person who has, or has been promised, a subcontract as an architect, design professional, engineer, or perform other work with a contractor an applicant seeking entitlement."

"Subcontractor of applicant seeking entitlement," includes not only the subcontracting party, but also the CEO/President, Chairperson, Chief Operations Officer, Chief Financial Officer, any member of the Board of Directors, and any individual or entity that owns 10% or more the subcontractor of applicant seeking entitlement, as well as any campaign committee that is sponsored and controlled by the subcontracting party. Please list the name and addresses of all of these parties.

V. Disclosure. The Applicant Seeking Entitlement has made campaign or officeholder contributions in the preceding 12 months to City of Glendale elected officials as follows:

Elected Official	Name of Individual or Entity	Date of Contribution

I hereby certify, on behalf of the above-named applicant(s) and owner(s)/lessor(s), that the applicant seeking entitlement has made the campaign contributions as set forth above. I also certify that the names of all contractors of applicant and all subcontractors of applicant, as of today's date, are fully set forth above. I further acknowledge that the applicant has a continuing obligation to update this disclosure form if the applicant selects additional or substitute architects, design professionals, contractors or subcontractors within ten (10) days of the selection or change. I hereby certify that I have been legally authorized by the applicant/owner/lessor to submit this disclosure form and certify to the content hereof.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at _____, California

Applicant's Signature _____, Print Applicant's Full Name _____

Applicant's Address _____

Applicant's Contact Phone Number _____

Applicant's Email Address _____



**ACKNOWLEDGMENT OF RECEIPT OF
CAMPAIGN FINANCE DISCLOSURE**
(To Be Submitted at Time of Application Submittal)

Submit to Permit Services Center, 633 E. Broadway, Rm. 101. For more information call 818-548-3200.

PROPERTY ADDRESS: _____

ENTITLEMENTS REQUESTED: _____

I hereby acknowledge, on behalf of the applicant(s) and owner(s)/lessor(s) for the project above, that the applicant seeking entitlement has received the campaign finance disclosure forms related to applicants seeking entitlement before the City Council, Redevelopment Agency and Housing Authority. I acknowledge it is the applicant's responsibility to review the requirements of the City's campaign finance ordinance, including its disclosure obligations and its applicability to the applicant and its contractors and subcontractors, which include architects, engineers, design professionals, prime or general contractors, and subcontractors retained by the applicant at the time the application is pending before the Council, Redevelopment Agency or Housing Authority.

Executed on _____ at _____, California

Applicant's Signature _____,

Print Applicant's Full Name _____

Exhibit 2: Professional Services Agreement and Insurance Requirements

CONTRACT No. _____

PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF GLENDALE
AND

THIS AGREEMENT (“Agreement”), effective _____, 20__ (“Effective Date”), is between the City of Glendale (“CITY”), a municipal corporation, and _____ (“CONSULTANT”), a [(Name of State) corporation/ partnership/ limited partnership/ limited liability company/ a sole proprietor/ an individual] (collectively, “PARTIES” or individually, “PARTY”).

RECITALS

A. CITY is a public entity organized and existing under its Charter and the State of California’s Constitution.

B. CONSULTANT represents that CONSULTANT is, and will continue to be for this Agreement’s duration, a [(Name of State) corporation in good standing/ partnership/ limited partnership/ limited liability company/ a sole proprietorship/ an individual.] [**NOTE: staff must verify corporate status/ partnership/ LLC and Consultant’s license, if any, and obtain proof.**] [**ADD, IF APPLICABLE: (which) (who) employs persons who are duly registered or licensed to practice in the State of California.**]

C. CONSULTANT possesses the competence, experience, expertise, skill, facilities, equipment, personnel, financial wherewithal, and other resources necessary to perform this Agreement’s tasks in a professional and competent manner.

D. CONSULTANT desires to furnish and perform professional services for CITY, on the terms and conditions described in this Agreement. CONSULTANT has the legal authority to provide, engage in, and carry out the professional services set forth in this Agreement.

AGREEMENT

THEREFORE, CITY engages CONSULTANT’s services, and in consideration of the PARTIES’ mutual promises, the PARTIES agree as follows:

1.0 INCORPORATION OF RECITALS

1.1. The Recitals constitute the factual basis upon which CITY and CONSULTANT have entered into this Agreement. CITY and CONSULTANT acknowledge the Recitals’ accuracy and, therefore, incorporate them into this Agreement.

2.0 TERM

[Select one of the following alternatives:]

2.1. **[OPTION 1]** This Agreement begins on the Effective Date, and continues in effect until completion of the work described in Article 3, unless this Agreement ends sooner according to the terms elsewhere in this document.

2.1. **[OPTION 2]** This Agreement's Term is [#] [months/ years], beginning on [DATE] and ending on [DATE], unless this Agreement ends sooner according to the terms elsewhere in this document.

3.0 SERVICES

3.1. **Scope of Work.** CONSULTANT shall [specify services to be provided] ("the Services") in accordance with the Scope of Work, which is attached as "Exhibit A" to this Agreement and is incorporated into it by this reference. **[NOTE: "Exhibit A" must set forth in detail the nature and extent of services that professional person or firm will render. Scope of Work should identify specific tasks, list and describe any deliverables, and specify procedures/ criteria for acceptance.]**

3.2. Written Authorization.

(A) CONSULTANT shall not make changes in the Scope of Work, perform any additional work, or provide any additional material, without first obtaining written authorization from CITY. If CONSULTANT provides additional services or materials without written authorization, or if CONSULTANT exceeds the Maximum Cost in Paragraph 7.4 of this Agreement, CONSULTANT proceeds at CONSULTANT's own risk and without payment.

(B) CITY will authorize CONSULTANT to proceed with discrete tasks by issuing written Task Orders. Receipt of a written Task Order, signed by CITY's Project Manager, is a prerequisite for CONSULTANT to proceed with each task. **[ADD, IF APPLICABLE: Each Task Order will specify a not-to-exceed price and a schedule for completion of the task. CONSULTANT shall not exceed the not-to-exceed price in each Task Order.]** In performing each phase or task, CONSULTANT shall not exceed the Maximum Cost in Paragraph 7.4 of this Agreement. Issuance of a Task Order neither authorizes CONSULTANT to incur expenditures in excess of the Maximum Cost, nor relieves CONSULTANT from its responsibility for completing all of the Services within the Maximum Cost.

3.3. Professional Standard of Care. During this Agreement's Term:

(A) CONSULTANT and its Subconsultants, subcontractors, employees, and agents (collectively, "CONSULTANT PARTIES") shall perform all of the Services in this Agreement in an expeditious and professional manner, using professionals properly licensed and duly qualified to perform the Services.

(B) CONSULTANT PARTIES shall perform the work described in this Agreement in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by members of CONSULTANT PARTIES' profession currently practicing in California. By delivering the completed work, CONSULTANT PARTIES represent and certify that their work conforms to: the requirements of this Agreement; all applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and the professional standard of care in California.

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

(D) When the Scope of Work requires or permits CITY's review, approval, conditional approval, or disapproval, CONSULTANT acknowledges that CITY's review, approval, conditional approval, or disapproval:

- (1) Is solely for the purposes of administering this Agreement and determining whether CONSULTANT is entitled to payment for its Services;
- (2) Is not to be construed as a waiver of any breach, or acceptance by CITY, of any responsibility— professional or otherwise— for the Services or CONSULTANT's work product;
- (3) Does not relieve CONSULTANT of the responsibility for complying with the standard of performance or professional care; or laws, regulations, or industry standards; and
- (4) Does not relieve CONSULTANT from liability for damages arising out of CONSULTANT's: negligent acts, errors, or omissions; recklessness; willful misconduct; or noncompliance with industry standards.

(E) Without additional compensation to CONSULTANT and at no cost to CITY, CONSULTANT shall correct or revise all errors, mistakes, or deficiencies in its work product, studies, reports, designs, drawings, specifications, or other services.

4.0 TIME FOR PERFORMANCE

[Select one of the following alternatives:]

4.1. **[OPTION 1]** CONSULTANT shall complete all of the Services **by**
[DATE].

4.1. **[OPTION 2]** CONSULTANT shall perform the Services according to the Project Time Schedule, which is attached as “Exhibit B” to this Agreement and is incorporated into it by this reference. CONSULTANT shall complete all of the Services **by [DATE]**.

4.2. If the Project Time Schedule calls for performance of the Services in phases or discrete increments, CONSULTANT shall not proceed from one phase or increment to the next without written authorization from CITY’s Project Manager.

4.3. **Force Majeure.** If an event or condition constituting a “force majeure”— including, but not limited to, an act of God, labor dispute, civil unrest, epidemic, or natural disaster— prevents or delays a PARTY from performing or fulfilling an obligation under this Agreement, the PARTY is not in Default, under Paragraph 13.1 of this Agreement, of the obligation. A delay beyond a PARTY’s control automatically extends the time, in an amount equal to the period of the delay, for the PARTY to perform the obligation under this Agreement. The PARTIES shall prepare and sign an appropriate document acknowledging any extension of time under this Paragraph.

5.0 **PERSONNEL**

5.1. **Project Management.** Each PARTY shall appoint a Project Manager. The Project Managers shall meet **[SET FORTH SPECIFIC TIMES: hourly/ daily/ weekly/ as needed]** to coordinate, review, and ensure CONSULTANT’s performance under this Agreement. CITY’s Project Manager will oversee the administration of CONSULTANT’s tasks under this Agreement.

5.2. **Key Personnel.** CONSULTANT’s project team shall work under the direction of the following key personnel **[IDENTIFY CONSULTANT’S KEY PERSONNEL AND TITLE]**. **[OR STATE: CONSULTANT shall employ the key personnel identified in “Exhibit A.”]** CONSULTANT shall minimize changes to its key personnel. CITY may request key personnel changes, and CITY may review and approve key personnel changes proposed by CONSULTANT. CITY will not unreasonably withhold approval of key personnel assignments and changes.

5.3. **Use of Agents or Assistants.** With CITY’s prior written approval, CONSULTANT may employ, engage, or retain the services of persons or entities (“Subconsultants”) that CONSULTANT may deem proper to aid or assist in the proper performance of CONSULTANT’s duties. CITY is an intended beneficiary of all work that the Subconsultants perform for purposes of establishing a duty of care between the Subconsultants and CITY. CONSULTANT is as responsible for the performance of its Subconsultants as it would be if it had rendered the Services itself. All costs of the tasks performed or the expenses incurred by the Subconsultants are chargeable directly to CONSULTANT. Nothing in this Agreement constitutes or creates a contractual relationship between CITY and anyone other than CONSULTANT.

5.4. **Independent Contractor.**

(A) CONSULTANT understands and acknowledges that CONSULTANT is an independent contractor, not an employee, partner, agent, or principal of CITY. This Agreement does not create a partnership, joint venture, association, or employer-employee relationship between the PARTIES. At its own expense, CONSULTANT is responsible for providing compensation; employment benefits; disability, unemployment, and other insurance; workers' compensation; training; permits and licenses; and office space for CONSULTANT and for CONSULTANT's employees and Subconsultants. CONSULTANT has, and shall retain, the right to exercise full control over the employment, direction, compensation, and discharge of all persons whom CONSULTANT uses in performing the Services under this Agreement. CONSULTANT shall provide the Services in CONSULTANT's own manner and method, except as this Agreement specifies. CONSULTANT shall treat a provision in this Agreement that may appear either to give CITY the right to direct CONSULTANT as to the details of doing the work, or to exercise a measure of control over the work, as giving CONSULTANT direction only as to the work's end result.

(B) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY for any obligation; claim; suit; demand for tax or retirement contribution, including any contribution or payment to the Public Employees Retirement System (PERS); social security; salary or wages; overtime, penalty, or interest payment; or workers' compensation payment that CITY may be required to make on behalf of CONSULTANT, an employee of CONSULTANT, or any employee of CONSULTANT construed to be an employee of CITY, for the work done under this Agreement.

5.5. **Non-Discrimination in Employment.** CONSULTANT shall not discriminate against any employee or person who is subject to this Agreement because of race, color, religion, religious belief, national origin, ancestry, citizenship, age, sex, sexual orientation, marital status, pregnancy, parenthood, medical condition, or physical or mental disability.

5.6. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards— including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

5.7. **Prevailing Wage Laws.** Services by persons deemed to be employees of CONSULTANT possibly may be subject to prevailing wages under California Labor Code Sections 1770-1781. CONSULTANT's sole responsibility is to comply with those requirements, should they apply. If a dispute based upon the prevailing wage laws occurs, CONSULTANT, at its expense, shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, wages, costs, or expenses pertaining to the prevailing wage laws.

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of CITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom

CONSULTANT directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

6.0 FACILITIES

6.1. CONSULTANT shall provide all facilities necessary to fully perform and complete the Services. If CONSULTANT needs to use a CITY facility, CONSULTANT shall meet and confer with CITY before CONSULTANT begins the work that this Agreement requires, the PARTIES shall agree to any costs chargeable to CONSULTANT, and in an amendment to this Agreement, the PARTIES shall describe the facility's terms of use and its charges.

6.2. CONSULTANT shall pay for any damage to CITY property, facilities, structures, or streets arising out of CONSULTANT's use, occupation, operation, or activities in, upon, under, or over any portion of them.

7.0 PAYMENT

7.1. CITY's payment to CONSULTANT will be based upon CONSULTANT's Fee Schedule, which is attached as "Exhibit C" to this Agreement and is incorporated into it by this reference. **[NOTE: "Exhibit C" must include a breakdown of the not-to-exceed amount, including hourly rates for project staff, any overtime rates, a list and the rate for any reimbursable expenses, or a statement that costs are included in the hourly rate, and an explanation of any mark-ups.]** Except as itemized in the Fee Schedule, CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses that CONSULTANT incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

[Select one of the following provisions:]

7.2. **Fee.** **[OPTION 1]** CITY shall pay for the Services in a lump sum, which is not to exceed _____ dollars (\$_____), upon CONSULTANT's satisfactory completion of the Services and CONSULTANT's delivery of the work product.

7.2. **Fee.** **[OPTION 2]** CITY shall pay for the Services that CONSULTANT performs in accordance with this Agreement at the hourly rate(s) specified in "Exhibit C," the TOTAL amount of which is not to exceed _____ dollars (\$_____).

7.2. **Fee.** **[OPTION 3]** CITY shall pay for the Services in _____ **[IF PAYMENTS ARE IN INTERVALS, SPECIFY A PERIOD (e.g., monthly/ quarterly) OR SPECIFY A QUANTITY (e.g., two, three, five)]** installments, the TOTAL amount of which is not to exceed _____ dollars (\$_____). Each installment will be payable upon satisfactory completion, in CITY's determination, of the work in each phase identified below, and in an amount proportionate to the work CONSULTANT performed or completed within each phase:

<u>Phase:</u>	<u>Description:</u>	<u>Amount:</u>
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	I	-	[Example: Construction Documents]
\$			
\$	II	-	[Example: Bid Documents]
\$			
\$	III	-	[Example: Construction Support]
\$			
\$	IV	-	[Example: Project 's Closeout]
\$			
TOTAL \$			

7.3. If CITY requires additional work not included in this Agreement, CONSULTANT and CITY shall negotiate the additional work, mutually agree on the amount of additional compensation, and memorialize the terms in either a separate written contract or an amendment to this Agreement.

7.4. **Maximum Cost.** CONSULTANT expressly acknowledges that the total cost to complete all tasks set forth in "Exhibit A" must not exceed _____ dollars (\$ _____) ("Maximum Cost"). When CONSULTANT has billed 75% of the Maximum Cost, CONSULTANT shall provide written notice to CITY's Project Manager that CONSULTANT has expended 75% of the Maximum Cost.

7.5. **Taxes.** CONSULTANT shall pay all applicable (federal, state, county, local, CITY) excise, sales, consumer use, possessory interest, or other similar taxes required by law that are levied upon this Agreement or upon CONSULTANT's services under this Agreement.

7.6. **Invoices.** CONSULTANT shall submit an original, itemized invoice to CITY for approval, before receiving compensation. CONSULTANT shall submit the invoice at no more than monthly intervals. All invoices must include a summary of total costs, description of the Services performed, a brief itemization of costs associated with each task or phase, and the total phase or project costs to date.

8.0 AUDIT BY CITY

8.1. During this Agreement's Term and for a period of four (4) years after the expiration, cancellation, or termination of this Agreement, or any extension of it, CONSULTANT shall:

(A) Keep and maintain, in their original form, all records, books, papers, or documents related to CONSULTANT's performance of this Agreement; and

(B) Permit CITY or its authorized representatives, at all reasonable times, to have access to, examine, audit, excerpt, copy, photocopy, photograph, or transcribe all records, books, papers, or documents related to CONSULTANT's performance of this Agreement including, but not limited to: direct and indirect charges, and detailed documentation, for work CONSULTANT has performed or will perform under this Agreement.

9.0 DATA, RECORDS, PROPRIETARY RIGHTS

9.1. **Copies of Data.** CONSULTANT shall provide CITY with copies or originals of all data that CONSULTANT generates, uses, collects, or stores in relation to all work associated with this Agreement. Data that CONSULTANT generates, uses, collects, stores, or provides must be in a form acceptable to, and agreed upon by, CITY.

9.2. **Ownership and Use.**

(A) Unless CITY states otherwise in writing, each document— including, but not limited to, each report, draft, record, drawing, or specification (collectively, “work product”)— that CONSULTANT prepares, reproduces, or causes its preparation or reproduction for this Agreement is CITY’s exclusive property.(Burbank and Pasadena need to share ownership of the work)

(B) CONSULTANT acknowledges that its use of the work product is limited to the purposes contemplated by the Scope of Work. CONSULTANT makes no representation of the work product’s application to, or suitability for use in, circumstances not contemplated by the Scope of Work.

9.3. **Intellectual Property.**

(A) If CONSULTANT uses or incorporates patented, trademarked, or copyrighted work, ideas, or products— in whole or in part— into CONSULTANT’s work product, CONSULTANT represents that:

(1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or

(2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in CITY (and Burbank and Pasadena). CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

(C) CONSULTANT shall indemnify, defend (including CONSULTANT’s providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, royalties, fines, penalties, costs, or expenses arising out of or alleging any infringement or misappropriation of a patent, copyright, trade secret, trade name, trademark, or other intellectual property right or proprietary right.

9.4. **Confidentiality.** CONSULTANT shall not use any information that it obtains from performing the Services for any purpose other than for fulfillment of CONSULTANT’s Scope of Work. Without CITY’s prior written authorization, CONSULTANT shall not disclose or publish— or authorize, permit, or allow others to disclose or publish— data, drawings, designs, specifications, reports, or other information relating to the Services or the work that CITY assigns to CONSULTANT or to which CONSULTANT has access.

9.5. **Public Records Act.**

(A) CONSULTANT acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 6250 *et seq.*), including its exemptions. CONSULTANT acknowledges that CITY has no obligation to notify CONSULTANT when a request for records is received.

(B) CONSULTANT shall identify in advance all records, or portions of them, that CONSULTANT believes are exempt from production under the Public Records Act.

(C) If CONSULTANT claims a privilege against public disclosure or otherwise objects to the records' disclosure, then:

- (1) CONSULTANT may, when notified by CITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or
- (2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

(D) If CONSULTANT fails to identify one or more protectable documents, in CITY's sole discretion, and without its being in breach of this Agreement or its incurring liability to CONSULTANT, CITY may produce the records— in whole, in part, or redacted— or may decline to produce them.

(E) CONSULTANT shall indemnify, defend (including CONSULTANT's providing and paying for legal counsel for CITY), and hold harmless CITY, its officers, agents, employees, and representatives from and against all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging CITY's refusal to publicly disclose one or more records that CONSULTANT identifies as protectable, or asserts is protectable.

10.0 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS

10.1. **Conflict of Interest.** CONSULTANT represents and certifies that:

(A) CONSULTANT's personnel are not currently officers, agents, employees, representatives, or elected officials of CITY;

(B) CONSULTANT will not employ or hire a CITY officer, agent, employee, representative, or elected official during this Agreement's Term;

(C) CITY's officers, agents, employees, representatives, and elected officials do not, and will not, have any direct or indirect financial interest in this Agreement; and

(D) During this Agreement's Term, CONSULTANT will inform CITY about any possible conflict of interest that may arise as a result of any change in circumstances.

10.2. **Campaign Contributions.**

(A) CONSULTANT and its Subconsultants shall fully comply with Glendale Municipal Code Section 1.10.060, which places limitations on CONSULTANT's and its Subconsultants' ability to make campaign contributions to certain elected City officials or candidates for elected City office. Specifically, Section 1.10.060 prohibits:

- (1) A consultant (including a subconsultant)— who has a contract with the City of Glendale, Glendale Successor Agency, or the Housing Authority of the City of Glendale and that contract is subject to approval by the City Council, Successor Agency, or Housing Authority— from making a contribution to a City Council member, City Clerk, or City Treasurer, when the contract has a total anticipated or actual value of \$50,000 or more, or a combination or series of contracts having a value of \$50,000 or more; and
- (2) A City Council member, Successor Agency member, or Housing Authority member from voting on a contract in which a consultant (or a subconsultant) has provided a campaign contribution.

(B) CONSULTANT acknowledges that even if the Maximum Cost in Paragraph 7.4 of this Agreement is less than \$50,000, CONSULTANT still may be subject to the campaign contribution limitations in Municipal Code Section 1.10.060, when:

- (1) CONSULTANT and CITY amend the Scope of Services in this Agreement which increases the Maximum Cost to equal or exceed \$50,000; or
- (2) CITY, Glendale Successor Agency, or the Housing Authority awards CONSULTANT another contract which has a total anticipated or actual value of \$50,000 or more, or awards CONSULTANT a combination or series of contracts which have a value of \$50,000 or more.

(C) CONSULTANT represents and certifies that:

- (1) CONSULTANT has read and fully understands the provisions of Municipal Code Section 1.10.060;
- (2) CONSULTANT will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and
- (3) CONSULTANT shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

11.0 INSURANCE

11.1. When CONSULTANT signs and delivers this Agreement to CITY, and during this Agreement's Term, CONSULTANT shall furnish CITY with insurance forms that fully meet the requirements of— and contain provisions entirely consistent with— all of the "Insurance Requirements," which are attached as "Exhibit D" (D-1 to D-___) to this Agreement and are incorporated into it by this reference.

11.2. This Agreement's insurance provisions:

(A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.

12.0 INDEMNITY

12.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— CONSULTANT, its employees, agents, Subconsultants, and persons whom CONSULTANT employs or hires (individually and collectively, "CONSULTANT INDEMNITOR") shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, "CITY INDEMNITEE") from and against a "**liability**" [as defined in Subparagraph (A) below], or an "**expense**" [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to an act, error, or omission of a CONSULTANT INDEMNITOR:

(A) "**Liability**" means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the **liability** is:

- (1) Actual or alleged;
- (2) In contract or in tort; or
- (3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) "**Expense**" means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

- (1) Attorney's fees;
- (2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;
- (3) Fees of an accountant, expert witness, consultant, or other professional; or
- (4) Pre or post: judgment interest or settlement interest.

12.2. Under this Article, CONSULTANT INDEMNITOR's defense and indemnification obligations:

(A) Apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but

(B) Do not apply to a **liability**, or an **expense**, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a CITY INDEMNITEE.

12.3. To the extent that CONSULTANT INDEMNITOR's insurance policy provides an upfront defense to CITY, CONSULTANT INDEMNITOR's obligation to defend a CITY INDEMNITEE under this Article:

(A) Means that CONSULTANT INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;

(B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of CONSULTANT INDEMNITOR; and

(C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONSULTANT INDEMNITOR.

12.4. Paragraph 12.3 does not limit or extinguish CONSULTANT INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a **liability**, or an **expense**, or both. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:

(A) Requesting that CONSULTANT INDEMNITOR provide a defense to the CITY INDEMNITEE; or

(B) Obtaining CONSULTANT INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.

12.5. If CONSULTANT subcontracts all or any portion of the Services under this Agreement, CONSULTANT shall provide CITY with a written agreement from each Subconsultant, who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.

12.6. CONSULTANT INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONSULTANT INDEMNITOR whether the **liability**, or the **expense**, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.

12.7. Except for Paragraph 12.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in Article 11. In addition, the indemnification and defense provisions in this Article:

(A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in Article 11; and

(B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in Article 11.

13.0 DEFAULT, REMEDIES, AND TERMINATION

13.1. **Default.** Default under this Agreement occurs upon any one or more of the following events:

(A) CONSULTANT refuses or fails— whether partially, fully, temporarily, or otherwise— to:

- (1) Provide or maintain enough properly trained personnel, or licensed personnel, or both, to perform the Services that this Agreement requires;
- (2) Pay for, obtain, maintain, or renew the insurance policies or coverages that this Agreement requires;
- (3) Comply with indemnification, defense, or hold harmless provisions that this Agreement requires; or

(B) CONSULTANT, or its personnel, or both— whether partially, fully, temporarily, or otherwise:

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;
- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONSULTANT:

- (1) Or another party for or on behalf of CONSULTANT: institutes proceedings under any bankruptcy, reorganization, receivership or other insolvency; or assigns or transfers assets to its creditors;
- (2) Delegates— whether in whole, in part, temporarily, or otherwise— its duties or obligations under this Agreement, without notifying CITY, or without CITY’s written authorization;

- (3) Assigns, transfers, pledges, hypothecates, grants, or encumbers— whether in whole, in part, temporarily, or otherwise— this Agreement or any interest in it, without notifying CITY, or without CITY’s written authorization;
- (4) Or one of its partners, directors, officers, or general managers, or a person who exercises managerial authority on CONSULTANT’s behalf, is convicted under state or federal law, during this Agreement’s Term, of embezzlement, theft, fraud, forgery, bribery, deceptive or unlawful business practices, perjury, falsifying or destroying records or evidence, receiving stolen property, or other offense indicating a lack of business integrity or business honesty; or

(D) Any other justifiable cause or reason, as reasonably determined by the City Manager, or a designee.

13.2. **Notice of Default.** If CITY deems that CONSULTANT is in Default, or that CONSULTANT has failed in any other respect to satisfactorily perform the Services specified in this Agreement, CITY may give written notice to CONSULTANT specifying the Default(s) that CONSULTANT shall remedy within [SELECT: 5/ 10/ 14/ 30] days after receiving the notice. The Notice of Default will set forth one or more bases for any dissatisfaction and may suggest corrective measures.

13.3. **Remedies upon Default.** Within [SELECT THE SAME NUMBER IN PARAGRAPH 13.2 ABOVE: 5/ 10/ 14/ 30] days after receiving CITY’s Notice of Default, if CONSULTANT refuses or fails to remedy the Default(s), or if CONSULTANT does not commence steps to remedy the Default(s) to CITY’s reasonable satisfaction, CITY may exercise any one or more of the following remedies:

(A) CITY may, in whole or in part and for any length of time, immediately suspend this Agreement until such time as CONSULTANT has corrected the Default;

(B) CITY may provide for the Services either through its own forces or from another consultant, and may withhold any money due (or may become owing to) CONSULTANT for a task related to the claimed Default;

(C) CITY may withhold all moneys, or a sum of money, due CONSULTANT under this Agreement, which in CITY’s sole determination, are sufficient to secure CONSULTANT’s performance of its duties and obligations under this Agreement;

(D) CITY may immediately terminate the Agreement;

(E) CITY may exercise any legal remedy, or equitable remedy, or both, including, but not limited to, filing and action in court:

- (1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or
- (2) Recovering damages for CONSULTANT's Default, breach, or violation of this Agreement; or

(F) CITY may pursue any other available, lawful right, remedy, or action.

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, CITY may elect to terminate this Agreement at any time upon **SELECT: 10/14/ 30** days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which CONSULTANT had satisfactorily completed to the termination date. CITY shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

14.0 **GENERAL PROVISIONS**

14.1. **Entire Agreement.** This Agreement represents the entire and integrated agreement between the PARTIES. This Agreement supersedes all prior and contemporaneous communications, negotiations, understandings, promises and agreements, either oral or written. Neither CONSULTANT nor CITY has made any promises or representations, other than those contained in this Agreement or those implied by law. The PARTIES may modify this Agreement, or any part of it, by a written amendment with CITY's and CONSULTANT's signature.

14.2. **Interpretation.** This Agreement is the product of negotiation and compromise by both PARTIES. Every provision in this Agreement must be interpreted as though the PARTIES equally participated in its drafting. Therefore, despite the provisions in California Civil Code Section 1654, if this Agreement's language is uncertain, the Agreement must not be construed against the PARTY causing the uncertainty to exist. In interpreting this Agreement and resolving any ambiguities, this Agreement will take precedence over any cover page or attachments. If a conflict occurs between a provision in this Agreement and a provision in an attachment, the following order of precedence applies, with the terms and conditions in the document higher on the list governing over those lower on the list:

- (1) The Agreement.
- (2) Exhibit D.
- (3) Exhibit B.
- (4) Exhibit A.
- (5) Exhibit C.

14.3. **Headings.** All headings or captions in this Agreement are for convenience and reference only. They are not intended to define or limit the scope of any term, condition, or provision.

14.4. **Governing Law.** California's laws govern this Agreement's construction and interpretation. Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

14.5. **Waiver of Breach.** If a PARTY waives the other PARTY's breach of a term in this Agreement, that waiver is not treated as waiving a later breach of the term and does not prevent the PARTY from later enforcing that term, or any other term. A waiver of a term is valid only if it is in writing and signed by the PARTY waiving it. This Agreement's duties and obligations:

(A) Are cumulative (rather than alternative) and are in addition to (rather than a limitation on) any option, right, power, remedy, or privilege; and

(B) Are not exhausted by a PARTY's exercise of any one of them.

14.6. **Attorney's Fees.** If CITY or CONSULTANT brings an action at law or in equity to enforce or interpret one or more provisions of this Agreement, the "prevailing party" is entitled to "reasonable attorney's fees" in addition to any other relief to which the prevailing party may be entitled. A "prevailing party" has the same meaning as that term is defined in California Code of Civil Procedure Section 1032(a)(4). "Reasonable attorney's fees" of the City Attorney's office means the fees regularly charged by private attorneys who:

(A) Practice in a law firm located in Los Angeles County; and

(B) Have an equivalent number of years of professional experience in the subject matter area of the law for which the City Attorney's services were rendered.

14.7. **Further Assurances.** Upon CITY's request at any time, CONSULTANT shall promptly:

(A) Take further necessary action; and

(B) Sign, acknowledge, and deliver all additional documents as may be reasonable, necessary, or appropriate to carry out this Agreement's intent, purpose, and terms.

14.8. **Assignment.**

(A) This Agreement does not give any rights or benefits to anyone, other than to CITY and CONSULTANT. All duties, obligations, and responsibilities under this Agreement are for the sole and exclusive benefit of CITY and CONSULTANT, and are not for the benefit of another person, entity, or organization. Without CITY's prior written authorization, CONSULTANT shall not do any one or more of the following:

(1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or

(2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

(B) Any actual or attempted assignment of rights or delegation of duties by CONSULTANT, without CITY's prior written authorization, is wholly void and totally ineffective for all purposes; and does not postpone, delay, alter, extinguish, or terminate CONSULTANT's duties, obligations, or responsibilities under this Agreement.

(C) If CITY consents to an assignment of rights, or a delegation of duties, or both, CONSULTANT's assignee or legal representative shall agree in writing to personally assume, perform, and to be bound unconditionally by the covenants, obligations, terms, and conditions in this Agreement.

14.9. **Successors and Assigns.** Subject to the provisions in Paragraph 14.8, this Agreement is binding on the heirs, executors, administrators, successors, and assigns of the respective PARTIES.

14.10. **Time is of the Essence.**

(A) Except when this Agreement states otherwise, time is of the essence in this Agreement. CONSULTANT acknowledges that this Agreement's time limits and deadlines are reasonable for CONSULTANT's performing the Services under this Agreement.

(B) Unless this Agreement specifies otherwise, any reference to "day" or "days" means calendar and not business days. If the last day for giving notice or performing an act under this Agreement falls on a weekend, a legal holiday listed in either Glendale Municipal Code Section 3.08.010 or California's Government Code, or a day when City Hall is closed, the period is extended to and including the next day that CITY is open for business. A reference to the time of day refers to local time for Glendale, California.

14.11. **Recycled Paper.** CONSULTANT shall endeavor to submit all reports, correspondence, and documents related to this Agreement on recycled paper.

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall deliver the notices and correspondence to the places set forth below. The PARTIES may give notice by:

- (1) Personal delivery;
- (2) U.S. mail, first class postage prepaid;
- (3) "Certified" U.S. mail, postage prepaid, return receipt requested; or
- (4) Facsimile.

(B) All written notices or correspondence sent in the described manner will be presumed "given" to a PARTY on whichever date occurs earliest:

- (1) The date of personal delivery;

- (2) The third (3rd) business day following deposit in the U.S. mail, when sent by “first class” mail;
- (3) The date on which the PARTY or its agent either signed the return receipt or refused to accept delivery, as noted on the return receipt or other U.S. Postal Service form, when sent by “certified” mail; or
- (4) The date of transmission, when sent by facsimile.

(C) At any time, by providing written notice to the other PARTY, CITY or CONSULTANT may change the place, or facsimile number, for giving notice.

CITY: City of Glendale
 Dept.: _____

 Glendale, CA 9120__
 Attn: _____

 Tel. No. _____
 Fax. No. _____

CONSULTANT:

 Attn: _____

 Tel. No. _____
 Fax. No. _____

14.13. **Survival.** This Paragraph and the obligations set forth in Paragraphs 5.4, 5.6, 5.7, 5.8, 7.5, 8.1, 9.1, 9.2, 9.3, 9.4, 9.5, 11.1, 11.2, 12.1, 12.2, 12.3, 12.4, 12.5, 12.6, 12.7, 13.3, 14.5, 14.6, 14.7, 14.8, 14.9, and 14.12 survive this Agreement’s expiration, cancellation, or termination.

14.14. **Severability.** The invalidity, in whole or in part, of any term of this Agreement will not affect this Agreement’s remaining terms.

14.15. **Counterparts.** This Agreement may be executed in counterparts, each of which is an original, but all of which constitutes one and the same document. The PARTIES shall sign a sufficient number of counterparts, so that each PARTY will receive a fully executed original of this Agreement.

14.16. **Representations – Authority.** The PARTIES represent that:

- (A) They have read this Agreement, fully understand its contents, and have received a copy of it;

(B) Through their duly authorized representative, they are authorized to sign this Agreement, and they are bound by its terms; and

(C) They have executed this Agreement on the date opposite their signature.

Executed at Glendale, California.

CITY OF GLENDALE:

By _____
(Name) _____
(Title) _____

Date: _____, 20____

CONSULTANT:

By _____
(Name) _____
(Title) _____

Date: _____, 20____

APPROVED AS TO FORM:

City Attorney

Date

EXHIBIT LIST

- “Exhibit A”: Scope of Work
 (___ pages)
- “Exhibit B”: Project Time Schedule
 (___ pages)
- “Exhibit C”: Fee Schedule
 (___ pages)
- “Exhibit D”: Insurance Requirements
 (___ pages)