

CITY OF PALM SPRINGS, CA
NOTICE INVITING PROPOSALS FOR RFP #02-21
NON-DISCRETIONARY PORTFOLIO ADVISORY SERVICES

NOTICE IS HEREBY GIVEN that the City of Palm Springs is requesting proposals from qualified firms to provide the City with Non-Discretionary Portfolio Advisory Services.

SCOPE OF SERVICES: The scope of work will consist of Non-Discretionary Portfolio Advisory Services for the City and the Palm Springs investment portfolios.

OBTAINING RFP DOCUMENTS AND ADDENDA: The RFP document may be downloaded via the internet at www.palmspringsca.gov (go to Departments, Procurement, Open Bids & Proposals), or by calling the Office of Procurement and Contracting, (760) 322-8374. Upon downloading the RFP via the internet, contact Leigh Gileno, Procurement & Contracting Manager, via email at Leigh.Gileno@palmspringsca.gov to be placed on the interested vendor list for this project, providing your company name, *(one)* contact person, *(one)* contact email address, office address, office phone and office fax. Failure to be placed on the interested vendor list as stated above may result in not receiving Addenda to the RFP. Failing to acknowledge Addenda may result in your proposal being non-responsive, or may negatively impact the evaluation of your proposal. We **strongly advise** that you follow the instructions above if you are interested in submitting a proposal.

EVALUATION OF PROPOSALS AND AWARD OF CONTRACT: This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, firms should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **PRICE ALONE WILL NOT BE THE SOLE DETERMINING CRITERIA.** The City reserves the right to negotiate the terms and conditions of any resulting contract. Final contract award, if any, will be made by the Palm Springs City Council. The selected firm will be required to comply with all insurance and license requirements of the City.

DEADLINE: All proposals must be electronically received via the link provided in this RFP by the Procurement and Contracting Department until **3:00 P.M., LOCAL TIME, TUESDAY, NOVEMBER 10, 2020**. The receiving time date stamp in the electronic file database will be the governing time for acceptability of Proposals. Paper proposals, or proposals sent by any other means, or to any other electronic file or email address other than the link provided in this RFP will NOT be accepted. Reference the RFP document for additional dates and deadlines. Late proposals will not be accepted and shall be returned unopened.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.



Procurement & Contracting Manager, Acting
October 7, 2020



**CITY OF PALM SPRINGS, CA
REQUEST FOR PROPOSALS (RFP) #02-21
NON-DISCRETIONARY PORTFOLIO ADVISORY SERVICES**

Requests for Proposals (RFP #02-21), for Non-Discretionary Portfolio Advisory Services for the City of Palm Springs, CA, (hereinafter the "RFP") will be electronically received via the link provided in this RFP by the Procurement and Contracting Department until **3:00 P.M. LOCAL TIME, TUESDAY, NOVEMBER 10, 2020**. The receiving time date stamp in the electronic file database will be the governing time for acceptability of Proposals. Paper proposals, or proposals sent by any other means, or to any other electronic file or email address other than the link provided in this RFP will NOT be accepted. Late proposals will be returned unopened. Failure to register as a Proposer to this RFP process per the instructions in the Notice Inviting Requests for Proposals (under "Obtaining RFP Documents") may result in not receiving Addenda or other important information pertaining to this process. Failure to acknowledge Addenda may render a proposal as being non-responsive or negatively impact the evaluation of a proposal. We **strongly advise** that interested firms officially register per the instructions in the Notice.

1. PURPOSE AND SCHEDULE: The City of Palm Springs is requesting proposals from qualified firms to provide the City with Non-Discretionary Portfolio Advisory Services for the City of Palm Springs (hereinafter the "Project"). The selected firm will be expected to provide the required services to manage on a daily basis the City's separate investment portfolios pursuant to the specific, stated investment objectives.

SCHEDULE:

Notice requesting Proposals posted and issued October 7, 2020
Deadline for receipt of Questions **Tuesday, November 3, 2020, 3:00 P.M.**
Deadline for receipt of Proposals **Tuesday, November 10, 2020, 3:00 P.M.**
Short List / Interviews/, **if desired by City* to be determined
Contract awarded by City Council to be determined
NOTE: There will NOT be a pre-proposal conference for this procurement. *Dates above are subject to change.

"KEY" TO RFP ATTACHMENTS:

- ATTACHMENT "A"- Signature Authorization Form, including Addenda acknowledgment. *Must be completed and included with Work/Technical Proposal electronic file #1.**
- ATTACHMENT "B" – Non Collusion Affidavit Form. *Must be completed and included with Work/Technical Proposal electronic file #1.**
- ATTACHMENT "C" – Cost Proposal Form. *Must be completed and included in a separate electronic file #2 – do NOT include this with your Work/Technical Proposal, electronic file #1.**
- ATTACHMENT "D" – No Conflict of Interest and Non-Discrimination Form. *Must be completed and included with Work/Technical Proposal electronic file #1.**
- ATTACHMENT "E" – Business Disclosure Form. *Must be completed and included with Work/Technical Proposal electronic file #1.**

ATTACHMENT “F” – Sample boilerplate Contract Services Agreement (for reference only)

2. BACKGROUND: The City of Palm Springs (City) is currently seeking proposals from qualified firms interested in providing Non-Discretionary Portfolio Advisory Services for the City and the Palm Springs investment portfolios. The City desires to contract for services from a firm registered with the Securities and Exchange Commission (SEC) under the Investment Adviser’s Act of 1940 who will act in a fiduciary capacity and presents performance numbers in accordance with the CFA Institute’s Global Investment Performance Standards (GIPS). The Investment advisor will be required to manage the funds in accordance with the laws of the State of California, the City’s Investment Policy, and other investment policies and procedures established by the City.

The size of the City’s managed investment portfolio is approximately \$251 million. A copy of the current investment policy is provided as Exhibit A to this Request for Proposal (RFP).

The City encourages all prospective investment advisors to examine this RFP carefully. Qualified advisors, as defined below, are requested to submit proposals to provide the services described in this RFP. The City expects its investment advisor to be highly experienced, a leader and innovator in the management of investments, and is able to provide comprehensive investment advisory and portfolio accounting services.

The firm selected as the investment advisor and its affiliates will be restricted from selling to the City, or buying from the City, any securities to or from that firm’s own inventory or account. The investment advisor shall act solely in a fiduciary capacity and shall not receive any fee or compensation based upon the purchase or sale of securities but, rather, the investment advisor will be compensated pursuant to the provision of its contract with the City.

3. SCOPE OF WORK, SERVICES, OBJECTIVES AND SPECIFICATIONS:

MINIMUM QUALIFICATIONS

The scope of work to be considered by the City, proposing investment advisors must:

- Currently manage at least \$10 billion of domestic fixed income assets for public entities. Assets for which periodic (daily, monthly or quarterly) advice is provided should be excluded from the calculation of funds under management.
- Manage a minimum of 20 portfolios comprising California local agency assets.
- Assign a portfolio manager and a relationship manager who each have a minimum of ten years’ experience providing investment advice to California public entities.
- Be familiar with all applicable California statutes with regard to qualified investments for public entities.
- Be registered with the Securities and Exchange Commission under the Investment Advisor’s Act of 1940.
- Be financially solvent and appropriately capitalized to be able to provide service for the duration of the contract.
- Have Errors & Omissions insurance coverage of at least \$10 million.
- Have fidelity bond coverage of at least \$10 million.

- Adhere to the Code of Professional and Ethical Standards as described by the CFA Institute.

SCOPE OF SERVICES

Specific responsibilities of the selected investment manager will include, but not be limited to the following:

- A. Manage on a daily basis the City's separate investment portfolios pursuant to the specific, stated investment objectives. Place all orders for the purchase and sale of securities, communicate settlement information to City's staff and coordinate security settlement. Currently, pre-trade approval by authorized City personnel is required before executing any trades. For each trade, justification must be provided as to the reason for the trade. When proposed sales of securities will create an estimated realized loss in excess of \$10,000, such amounts shall be so communicated at the time that the proposed sale is communicated.
- B. Serve as a general resource to City's staff for information, advice and training regarding fixed-income investments.
- C. Work with City staff to understand cash flow projections to ensure that the investment strategy is consistent with the City's liquidity requirements.
- D. Provide monthly statements with all the information indicated for investment reporting by the California Government Code and GASB pronouncements. A separate monthly financial report must be provided for the City portfolio. Each such monthly report must include both the securities management by the firm, as well as those managed directly by City staff. These reports must include the following:
 1. **Summary of Portfolio Holdings.** A summary and a detailed listing of all securities held at the end of the month categorized by type of security, maturity and institution, including those investments managed directly by the City.
 2. **Investment Performance Report.** For the portion of the portfolio managed by the investment manager, provide the following monthly and fiscal year-to-date data: yield (amount and rate), amount of realized gains/losses, amount of unrealized gains/losses, and total return (amount and rate). The report must also provide accrued interest as of month end.
 3. **Maturity/Duration Indicators.** The monthly report should include portfolio duration and average maturity statistics to help monitor interest-rate risk.
 4. **Transaction Summary.** A summary of completed transactions for the month.
 5. **Mark-to-Market Report.** The monthly report should show the cost and market value for each security in the portfolio.

The selected investment manager must maintain accurate records on behalf of the City that allow the investment manager to monitor an appropriate diversification of investments and compliance with applicable investment policies of the City of Palm Springs and State of California statutes. The monthly reports are required to be completed no later than the 15th of the following month in order to meet the timeline needed for presentation to the City Council at their next available meeting.

- E. Upon request (but not more than once a year), provide a portfolio status report to the City Council including a description of market conditions, investment strategies employed, portfolio performance, and suggested changes to investment strategy. The performance numbers shall be presented as required by the CFA Institute's GIPS. Typically such reported has not been required on a regular annual basis, but may be requested from time to time, as needed.

- F. The investment advisors WILL NOT provide custodial services or security safekeeping.
- G. Include in the monthly reports of investments a reconciliation of the investment report ending cost balance to the independent custodian statement ending cost balance and provide an explanation of any differences. This should be explicitly addressed in the proposal.
- H. Annually review and provide recommendations regarding the City's investment policy.

REQUIRED INFORMATION

A. Firm Background

1. Describe the organization, date founded and ownership of your firm. Specify the number of years your organization has been providing Non-Discretionary Portfolio Advisory Services.
2. Describe any other business affiliations (e.g., subsidiaries, joint ventures, "soft dollar" arrangements with brokers).
3. Describe your firm's revenue sources (e.g., investment management, institutional research, etc.) and comment on your firm's financial condition.
4. Provide a copy of your firm's most recent audited financial statement.
5. Is your firm a registered investment advisor under the Investment Advisor's Act of 1940? Please attach Part II of your most recent Form ADV.
6. Describe any SEC, FINRA or any other regulatory censure or litigation involving your firm during the past ten years.
7. Does your firm adhere to the Code of Professional and Ethical Standards as described by the CFA Institute?
8. Describe your manner of communicating to your clients any changes in state law regarding investments.
9. List all local government clients located in Southern California that you have served at any time during the past five years.

B. Personnel

1. Identify the number of professionals employed by your firm, by classification.
2. Please describe your proposed project team, including role they will play, title and years at firm. Identify the primary portfolio manager and client contacts assigned to the City's portfolio.
3. Provide biographical information on investment professionals, including number of years at your firm, who will be involved in the decision-making process for our portfolio.
4. Please describe your firm's compensation policies for investment professionals.

C. Assets Under Management

1. Identify the types of accounts managed by your firm. Provide the total dollar amount and percentage managed (exclude accounts for which your services is providing periodic oversight or advice) for each of the following categories: public agency (excluding retirement funds), corporations, and other.
2. Provide the number of portfolios whose funds consist of public agency assets.
3. Provide other performance metrics that demonstrate the quality of your services.
4. Provide a list of all government clients in California for which you provide Non-Discretionary Portfolio Advisory Services.
5. For your assets under management, provide a performance composite showing performance for the past five years. The composite should consist of a minimum of five current accounts comprising securities that are permitted under the California Government Code. NO SAMPLE PORTFOLIOS. The duration of the composite should be comparable to the Bank of America Merrill Lynch 1-3 Year U.S. Treasury Indices. Provide information about the composition and duration of the data used, including the number of portfolios making up the composite, for your presentation of performance history. The composite should be prepared and presented in compliance with the CFA Institute's GIPS.
6. For portfolios whose durations exceed one year, provide the percentage of assets under management for your latest reporting period using the table below.

U.S. Treasury securities	_____	%
Federal Agency obligations	_____	%
Corporate securities rated AAA-AA	_____	%
Corporate securities rated A	_____	%
Corporate securities rated BBB or lower	_____	%
Other	_____	%

D. Philosophy/Approach

1. Provide a narrative that describes how you will perform the services specified in this RFP. Describe how your approach to providing the services set forth in this RFP are superior to the way these services would be rendered by other firms.
2. Please describe the maturity concentration, quality and sectors of current accounts similar to the City's.
3. What are the primary strategies for adding value to portfolios (e.g., market timing, credit research, trading)?
4. Describe the process you would recommend for establishing the investment objectives and constraints for this account.
5. Describe your firm's in-house technical and research capabilities. Are outside sources used by the firm on a regular basis?
6. Describe your credit review process. Does your firm assign credit research to specialists?

7. Describe the procedures your firm has in place to address the potential or actual credit down grade of an issuer, how the client is advised of that situation, and the factors that are considered in evaluating the appropriate response to that situation.
8. How will you handle fluctuating cash flows and the cash forecasting process?
9. Do you have or would you recommend there be policy restrictions with respect to maturity, sector, quality and coupon?
10. Provide your list of approved brokers/dealers. How are brokers/dealers selected? What process do you have in place to monitor brokers/dealers after they have been approved?
11. Describe your firm's experience in investing municipal bond proceeds and familiarity with U.S. Treasury arbitrage restrictions as they relate to the investment of proceeds of municipal bonds.

E. Portfolio Management

1. Are portfolios managed by teams or one individual?
2. Primary client contact is delegated to which of your firm's professionals?
3. How frequently are you willing to meet with us?
4. Describe procedures used to ensure that portfolios comply with client investment objectives, policies and bond resolutions.

F. References

Please provide five (5) local agency client references, including length of time managing their assets, client name, address and phone number.

G. Reporting

1. Describe the frequency and format of reports you would provide to City staff. Attach a sample.
2. Please describe how you typically report performance and provide examples of such reporting.
3. Are confirmations of investment transactions sent directly by the broker/dealer to the client?
4. Are you willing to modify your standard reports as needed to meet the informational needs of the City?

H. Agreement

1. List any exceptions to the language of the agreement to be entered into with the successful proposer. Be aware that deviations to the agreement wording indicated in Exhibit B may be considered in awarding of the bid. The City reserves the right to award the agreement to only those parties that do not identify exceptions to agreement language.

I. Fees

All information regarding fees must be submitted in a separate sealed envelope. No mention of fees is to be made in the body of the proposal.

1. Please include a copy of your firm's fee schedule. State your fee in basis points for assets under management. It is understood that this fee will cover the cost of all services provided to the City by the proposing firm.
 - a. Please indicate whether they include custodial fees.
 - b. Is there a minimum annual fee?
 - c. Are fees charged when there is no activity in the account?
 - d. To illustrate your fee schedule, what would the annual fee be for \$45 million (\$40 million for the City and \$5 million for the Housing Authority) under management based on your proposed fee schedule? We understand the actual fee will vary based on assets under management

J. Appendices (not included in the page limit)

- a. Audited financial statement
- b. SEC ADV Part 2A
- c. Resumes of key investment professionals
- d. Example reports

4. PROPOSAL REQUIREMENTS:

The firm's proposal should describe the methodology to be used to accomplish each of the project tasks. The proposal should also describe the work which shall be necessary in order to satisfactorily complete the task requirements.

Please note: this RFP cannot identify each specific, individual task required to successfully and completely implement this project. The City of Palm Springs relies on the professionalism and competence of the selected firm to be knowledgeable of the general areas identified in the scope of work and to include in its proposal all required tasks and subtasks, personnel commitments, man-hours, direct and indirect costs, etc. The City of Palm Springs will not approve addenda to the selected firm's agreement which do not involve a substantial change from the general scope of work identified in this RFP.

5. SELECTION PROCESS: This solicitation has been developed in the Request for Proposals (RFP) format. Accordingly, proposers should take note that multiple factors as identified in the RFP will be considered by the Evaluation Committee to determine which proposal best meets the requirements set forth in the RFP document. **PRICE ALONE WILL NOT BE THE SOLE DETERMINING CRITERIA.** The City shall review the proposals submitted in reply to this RFP, and a limited number of firms may be invited to make a formal presentation at a future date if desired by the City. The format, selection criteria and date of the presentation will be established at the time of short listing, if conducted.

6. PROPOSAL EVALUATION CRITERIA: An Evaluation Committee, using the following evaluation criteria for this RFP, will evaluate all responsive proposals to this RFP. Firms are

requested to submit their proposals so that they correspond to and are identified with the following specific evaluation criteria (100 total points possible):

- A. Firm / Staff / Team (including any subcontractors) Qualifications and experience in investment and government providing similar services Banking Custodian Services as defined in the RFP, including References (30 POINTS)
- B. Proposal Organization, conformance with the RFP instructions, and demonstrated understanding of the overall project and requested Scope of Work (10 POINTS)
- C. Work Proposal, including detailed proposed methodology and approach, inclusive of all necessary sample reports and other performance metrics that demonstrate the quality of your services to fully execute and provide a solution for the requested Scope of Work (25 POINTS)
- D. Local Preference (5 POINTS)

Firms that qualify as a Local Business, or employ local sub-consultants, and submit a valid business license as more fully set forth in Section F.1 below, pursuant to the City of Palm Springs Local Preference Ordinance 1756). The full local preference, five (5) points, may be awarded to those that qualify as a Local Business. Two (2) points may be awarded to a non-local business that employs or retains local residents and/or firms for this project. Non-local firms that do not employ or retain any local residents and/or firms for this project shall earn zero (0) points for this criteria.

- E. Cost Proposal (30 POINTS)

PRIOR CITY WORK: If your firm has prior experience working with the City **DO NOT** assume this prior work is known to all members of the evaluation committee. All firms are evaluated on the information contained in their proposal, information obtained from references (*including the city and past performance if applicable*), and presentations if requested. All proposals should be prepared as if the evaluation committee members have no knowledge of the firm, their qualifications or past projects.

7. PROPOSAL CONTENTS: Firms are requested to format their proposals so that responses correspond directly to, and are identified with, the specific evaluation criteria stated in Section 6 above. **The proposals must be in an 8 ½ X 11 format, minimum 10pt font size, minimum ¾” margins, and may be no more than a total of Fifty (50) electronic pages, including cover letters, organization charts, staff resumes, appendices, and any exceptions to the language in the sample agreement, or to the insurance requirements. NOTE:** Front and Back Covers, Dividers, Attachments “A”, “B”, “D” and “E” and Addenda acknowledgments, and the Cost/Rates Proposal (**in a separate electronic file*) do **NOT** count toward the limit (everything else does).

YOU MUST UPLOAD TWO (2) SEPARATE FILES – ONE WITH THE WORK PROPOSAL/QUALIFICATIONS, AND ONE WITH THE COST/RATES. EACH FILE IS TO BE LABELED WITH THE RFP #, FIRM NAME, AND EITHER “WORK PROPOSAL” OR “COST/RATES”. FOR EXAMPLE: “RFP 13-20, JONES CO., WORK PROPOSAL” and “RFP 13-20, JONES CO., COST/RATES”. **YOU MUST FOLLOW THE EXAMPLE TO LABEL YOUR FILES – FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL BEING LOST OR REJECTED. NOTE THAT YOU CAN’T USE ANY SPECIAL CHARACTERS IN NAMING YOUR FILES – ONLY COMMAS AND DASHES MAY BE USED. ANY OTHER SPECIAL CHARACTERS IN THE LABEL OF YOUR ELECTRONIC FILES WILL RESULT IN TRANSMISSION FAILURE AND REJECTION OF YOUR PROPOSAL.**

ELECTRONIC SUBMISSIONS SHALL BE UPLOADED TO THE FOLLOWING SITE VIA THE LINK BELOW. ALL SUBMISSIONS MUST BE TIME DATE STAMPED BY THE SYSTEM AS BEING RECEIVED BY THE DEADLINE. LATE SUBMISSIONS WILL BE REJECTED.

TO UPLOAD YOUR TWO (2) SEPARATE FILE SUBMISSIONS IN RESPONSE TO THIS SOQ GO TO:

<https://spaces.hightail.com/uplink/Procurement>

Proposals not meeting the above criteria may be found to be non-responsive.

EACH PROPOSAL PACKAGE MUST INCLUDE TWO (2) SEPARATE ELECTRONIC FILES:

Electronic File #1, clearly marked “Work Proposal”, shall include the following items:

- Completed Signature authorization and Addenda Acknowledgment (see Attachment A)
- Completed Affidavit of Non-Collusion (see Attachment B)
- If applicable, your specific request for Local Preference (reference Attachment A) and a copy of a valid business license from a jurisdiction in the Coachella Valley.
- Completed No Conflict of Interest and Non-Discrimination Form (Attachment D)
- Completed Public Integrity Business Disclosure Form (Attachment E)

In addition to the items above, at a minimum, firms must provide the information identified below. All such information shall be presented in a format that directly corresponds to the numbering scheme identified here.

TECHNICAL/WORK PROPOSAL; The Technical/Work Proposal (Electronic File #1) shall be clearly marked as per the instructions above and shall include the Sections A, B, C, D and E (*if Local Preference is applicable) below:

SECTION A:

FIRM, STAFF, TEAM (including any subcontractors) QUALIFICATIONS AND EXPERIENCE, INCLUDING REFERENCES

A.1 Follow the instructions and properly complete and execute both **Attachment “A” and Attachment “B”** that are provided in the RFP and include them here in your proposal. If applicable, your specific request for Local Preference (reference Attachment A) and a copy of a valid business license from a jurisdiction in the Coachella Valley is to also be included here.

A.2 Describe the firm’s background and qualifications in the type of effort that this project will require, specifically identifying experience with investments and government that have been successfully completed of similar size and scope.

A.3 Indicate the name of any sub-contractor firms or contractors that will be utilized to make up your team. Describe each sub-contractor’s qualifications, background and specific expertise that they bring to the Project.

A.4 List the name and qualifications of the key staff/team members that will be assigned to the Project. Provide detailed qualifications of the Project Manager that will be assigned to the Project.

A.5 Include a minimum of five (5) references of recent customers for who your firm has provided similar Non-Discretionary Portfolio Advisory Services as contemplated herein. You must include the name of a contact person, their title, and a current phone number, fax number,

email address and business address along with a brief description of the scope of work and cost for each successfully completed referenced project.

**SECTION B:
PROPOSAL ORGANIZATION, CONFORMANCE WITH RFP INSTRUCTIONS, AND
DEMONSTRATED UNDERSTANDING OF THE OVERALL PROJECT AND REQUESTED
SCOPE OF WORK**

B.1 Carefully review and verify that your proposal is well organized and follows ALL OF THE INSTRUCTIONS on proper organization, format, order, and conformance with all requirements, including any and all required signatures, attachments, acknowledgements, or other documents that are required to be submitted. Failure to follow the instructions may result in your proposal being non-responsive and rejected from consideration.

B.2 Without reciting the information regarding the Project verbatim as contained in this RFP, convey your overall understanding of the Project and an understanding of the City's expectations upon implementation of the Project.

B.3 Identify any "key" or "critical" issues that you believe may be encountered on the Project based on the firm's prior experiences; and provide steps to be taken to ensure the issues identified do not affect the successful delivery of the Project.

**SECTION C:
WORK PROPOSAL**

C.1 Proposer should refine and/or expand the Scope of Work to reflect their understanding of the project and include a detailed technical work proposal, including proposed methodology and technical approach, inclusive of all necessary materials, reports, and all labor necessary to fully execute and provide Non-Discretionary Portfolio Advisory Services as requested in the scope of work. Identify all tasks and sub-tasks required to successfully implement all phases of the project.

**SECTION D:
PROJECT SCHEDULE**

D.1 Proposer shall provide a detailed Project Schedule, including all tasks and sub-tasks, as well as reporting, statements and detailed listing examples of all securities held at the end of the month.

D.2 Discuss lines of communication necessary to maintain the project schedule. Discuss the key issues that could impact the schedule and ways to minimize or eliminate them.

D.3 Discuss your quality control methods to ensure consistent and accurate final results.

**SECTION E:
LOCAL PREFERENCE**

E.1 Pursuant to the City of Palm Springs Local Preference Ordinance 1756, in awarding contracts for services, including consultant services, preference to a Local Business shall be given whenever practicable and to the extent consistent with the law and interests of the public. The term "Local Business" is defined as a vendor, contractor, or consultant who has a valid physical business address located within the Coachella Valley, at least six months prior to bid or proposal opening date, from which the vendor, contractor, or consultant operates or performs business on a day-to-day basis, and holds a valid business license by a jurisdiction located in

the Coachella Valley. "Coachella Valley" is defined as the area between the Salton Sea on the south, the San Jacinto and Santa Rosa Mountains on the west, and the Little San Bernardino Mountains on the east and north. For the purposes of this definition, "Coachella Valley" includes the cities of Beaumont and Banning and the unincorporated areas between Banning and the City of Palm Springs. Post office boxes are not verifiable and shall not be used for the purpose of establishing such physical address.

The consultant will also, to the extent legally possible, solicit applications for employment and proposals for subcontractors and sub-consultant's for work associated with the proposed contract from local residents and firms as opportunities occur and hire qualified local residents and firms whenever feasible.

In order for a business to be eligible to claim the preference, the business **MUST request the preference in the Solicitation response (see Attachment A)** and provide a copy of its current business license (or of those it employs for this project) from a jurisdiction in the Coachella Valley. A non-local business that requests the preference based on employing local residents must provide proof of full-time primary residency from a jurisdiction in the Coachella Valley with the proposal. The City reserves the right to determine eligibility.

E.2 List all team members with local expertise. Clearly define their role in the overall project.

Electronic File #2, clearly marked as per the instructions above, "Cost/Rates", shall include the following item:

SECTION F:

COST PROPOSAL (*see instructions in Section 6 above and Attachment "C")

F.1 The cost proposal (in a separate electronic file) shall be a itemized fee list. **PROPOSERS MUST USE THE COST PROPOSAL FORM, ATTACHMENT "C", PROVIDED BY THE CITY IN THE RFP DOCUMENTS.** Failure to use the Cost Proposal form Attachment "C" provided by the City **WILL** be cause for rejection of a proposal. **Do NOT include Attachments "A", "B", "D", or "E" in the Cost Proposal, Electronic File #2.** Attachments "A", "B", "D", and "E" are to be included in Electronic File #1, "Technical/Work Proposal".

8. GENERAL AND SPECIAL CONDITIONS:

DEADLINE FOR SUBMISSION OF PROPOSALS: Proposals will be electronically received via the link provided in this RFP by the Procurement and Contracting Department until **3:00 P.M. LOCAL TIME, TUESDAY, NOVEMBER 10, 2020.** The receiving time date stamp in the electronic file database will be the governing time for acceptability of Proposals. Paper proposals, or proposals sent by any other means, or to any other electronic file or email address other than the link provided in this RFP will NOT be accepted. Late proposals will be returned unopened. **Proposals shall be clearly marked per the instructions provided and submitted electronically to:**

<https://spaces.hightail.com/uplink/Procurement>

QUESTIONS: Firms, their representatives, agents or anyone else acting on their behalf are specifically directed **NOT** to contact any city employee, commission member, committee member, council member, or other agency employee or associate for any purpose related to this RFP other than as directed below. **Contact with anyone other than as directed below WILL be cause for rejection of a proposal.**

Any questions, technical or otherwise, pertaining to this RFP **must be submitted IN WRITING and directed ONLY to:**

Leigh Gileno – Procurement & Contracting Manager, Acting
via **EMAIL:** Leigh.Gileno@palmspringsca.gov

Interpretations or clarifications considered necessary in response to such questions will be resolved by the issuance of formal Addenda to the RFP. **The deadline for all questions is 3:00 P.M., Local Time, Tuesday, November 3, 2020.** Questions received after this date and time may not be answered. Only questions that have been resolved by formal written Addenda via the Division of Procurement and Contracting will be binding. Oral and other interpretations or clarifications will be without legal or contractual effect.

FORM OF AGREEMENT: The selected firm will be required to enter into a contractual agreement, inclusive of insurance requirements, with the City of Palm Springs in accordance with the standard Contract Services Agreement (**see Attachment “F”**). Please note that the Exhibits are intentionally not complete in the attached sample standard document. These exhibits will be negotiated with the selected firm, and will appear in the final Contract Services Agreement executed between the parties.

We **specifically draw your attention** to the language in the sections of the sample contractual agreement attached entitled “**Conflict of Interest**” and “**Covenants Against Discrimination**” and recommend all firms carefully consider these contractual requirements prior to submitting a proposal in response to this RFP. Firms that submit a proposal in response to this RFP shall certify the following:

- a) **Conflict of Interest.** Consultant acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement nor shall Consultant enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one year thereafter. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.
- b) **Covenant Against Discrimination.** In connection with its performance under this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (*i.e.*, place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a “prohibited basis”). Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to City’s lawful capacity to enter this Agreement, and in executing this Agreement, Contractor certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Contractor activity, including but not 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; and further, that Contractor is in full compliance with the provisions of Palm Springs Municipal Code Section 7.09.040, including without limitation the provision of benefits, relating to non-discrimination in city contracting.

Failure or refusal to enter into an Agreement as herein provided or to conform to any of the stipulated requirements in connection therewith shall be just cause for an annulment of the award. If the highest ranked Proposer refuses or fails to execute the Agreement, or

negotiations are not successful, or the agreement is terminated, the City may, at its sole discretion, enter negotiations with and award the Contract to the second highest ranked Proposer, and so on.

The term of the agreement that is awarded as a result of this RFP shall be in effect for three (3) years with two (2) one (1) year renewal options.

AWARD OF CONTRACT: It is the City's intent to award a contract to the firm that can provide all of the scope of work and services identified in the RFP document. However, the City reserves the right to award a contract, or to make no award, whichever is in the best interest of the City. It is anticipated that award of the contract will occur at the next regularly scheduled City Council meeting after the evaluation committee has made its final selection of the firm to be recommended for award and a contract has been negotiated and agendized for consideration. The decision of the City Council will be final.

RIGHT TO ACCEPT OR REJECT PROPOSALS: The City of Palm Springs reserves the right to waive any informality or technical defect in a proposal and to accept or reject, in whole or in part, any or all proposals and to cancel all or part of this RFP and seek new proposals, as best serves the interests of the City. The City furthermore reserves the right to contract separately with others certain tasks if deemed in the best interest of the City.

INSURANCE: Insurance provisions are contained in the Standard Contract Services sample agreement included in the RFP. The successful Proposer will be required to comply with these provisions. It is recommended that Proposers have their insurance provider review the insurance provisions BEFORE they submit their proposal.

RESPONSIBILITY OF PROPOSER: All firms responding to this RFP shall be responsible. If it is found that a firm is irresponsible (e.g., has not paid taxes, is not a legal entity, submitted an RFP without an authorized signature, falsified any information in the proposal package, etc.), the proposal shall be rejected.

PUBLIC RECORD: All documents submitted in response to this solicitation will become the property of the City of Palm Springs and are subject to the California Code Section 6250 et seq., commonly known as the Public Records Act. Information contained in the documents, or any other materials associated with the solicitation, pursuant to CA Government Code 6255 during the negotiation process, may be made public after the City's negotiations are completed, and staff has agendized the recommendation to the City Council for the award of a contract to a specific firm, but before final action is taken by the City Council to award the contract.

Although the California Public Records Act ("CPRA") recognizes that certain confidential trade secret information may be protected from disclosure, the City may not be in a position to establish that the information submitted in a proposal is a trade secret. If a request is made for information marked "Confidential," "Trade Secret," "Proprietary," or any other similar designation, the City will provide the party submitting such information with reasonable notice to allow the party to seek protection from disclosure by a court of competent jurisdiction.

If a submitting party contends that a portion of the proposal is confidential even under the CPRA, the party: 1) must clearly label each document and/or page deemed a confidential document 2) the legal rationale supporting such contention including specific references to applicable provisions of the Public Records laws of the State 3) must actively defend against any request for disclosure of information which the party has determined should not be released, and 4) must indemnify and hold harmless the City from any loss, claim or suit, including attorneys' fees, brought by a person challenging the City's refusal to release the documents. The City will not, under any circumstances, incur any expenses, or be responsible for any damages or losses incurred by a party submitting a proposal or any other person or

entity, because of the release of such information. The City will not return the original or any copies of the proposal or other information or documents submitted to the City as part of this RFP process. **NOTE THAT THE CITY MAY NOT RECOGNIZE PROPOSALS WHERE ALL OF THE INFORMATION, VIA A BLANKET STATEMENT, IS SUBMITTED AS PROPRIETARY INFORMATION OR A TRADE SECRET. SUCH PROPOSALS MAY BE FOUND NON-RESPONSIVE.**

COST RELATED TO PROPOSAL PREPARATION: The City will NOT be responsible for any costs incurred by any firm responding to this RFP in the preparation of their proposal or participation in any presentation if requested, or any other aspects of the entire RFP process.

COMPLIANCE WITH LAW: Proposer warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations.

LICENSES, PERMITS, FEES, AND ASSESSMENTS: Proposer represents and warrants to City that it will obtain all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work and Services requested in this RFP. Proposer represents and warrants to City that Proposer shall, at its sole cost and expense, keep in effect at all times during the term of the Agreement if so awarded, any license, permit, qualification, or approval that is legally required for Proposer to perform the Work and Services under the Agreement if so awarded. Proposer shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Proposer's performance of the Work and Services required under the Agreement if so awarded. Proposer shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

BUSINESS LICENSE: The selected firm will be required to be licensed in accordance with the City of Palm Springs Business License Ordinance, Municipal Code Chapter 3.40 through 3.96, entitled "Business Tax".

INVESTIGATIONS: The City reserves the right to make such investigations as it deems necessary to determine the ability of the firms responding to this RFP to perform the Work and the firm shall furnish to the City all such information and data for this purpose as the City may request. The City reserves the right to reject any proposal if the evidence submitted by or investigation of such firm fails to satisfy the City that such firm is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein.

NONCOLLUSION: The undersigned, by submission of this Proposal Form, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal. Proposer must execute an Affidavit of Non-Collusion provided as **Attachment "B"** in the RFP and include it with their proposal.

PROPOSALS TO REMAIN OPEN: The Proposer shall guarantee that all contents of their proposal shall be valid for a period of 120 calendar days from the due date of proposals.

OTHER PUBLIC AGENCY "PIGGYBACK" CLAUSE": It is intended that any other public agency, at the mutual consent of both parties and consistent with the public agency's policies and procedures, be permitted to purchase under the terms submitted in response to this procurement. Any participating agency shall take sole responsibility for the placing of orders, arranging for delivery and or services, and making payments to the vendor, contractor, or consultant. The City of Palm Springs will not be liable or responsible for any obligations, including but not limited to financial responsibility, in connection with the participation by other public agencies.

SIGNED PROPOSAL AND EXCEPTIONS: Submission of a signed proposal will be interpreted to mean that the firm responding to this RFP has hereby agreed to all the terms and conditions set forth in all of the sheets which make up this Request for Proposals, and any attached sample agreement. Exceptions to any of the language in either the RFP documents or attached sample agreement, including the insurance requirements, must be included in the proposal and clearly defined. Exceptions to the City's RFP document or standard boilerplate language, insurance requirements, terms or conditions may be considered in the evaluation process; however, the City makes no guarantee that any exceptions will be approved.

ATTACHMENT "A"
***THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL**
(Electronic File #1)*
REQUESTS FOR PROPOSALS (RFP) # 02-21
NON-DISCRETIONARY PORTFOLIO ADVISORY SERVICES

SIGNATURE AUTHORIZATION

NAME OF COMPANY(PROPOSER): _____

BUSINESS ADDRESS: _____

TELEPHONE: _____ CELL PHONE _____ FAX _____

CONTACTPERSON _____ EMAIL ADDRESS _____

A. **I hereby certify that I have the authority** to submit this Proposal to the City of Palm Springs for the above listed individual or company. I certify that I have the authority to **bind** myself/this company in a contract should I be successful in my proposal.

PRINTED NAME AND TITLE

SIGNATURE AND DATE

B. The following information relates to the legal contractor listed above, whether an individual or a company. Place check marks as appropriate:

1. If successful, the contract language should refer to me/my company as:

____ An individual;
____ A partnership, Partners' names: _____

____ A company;
____ A corporation If a corporation, organized in the state of: _____

2. My tax identification number is: _____

Please check below IF your firm qualifies as a Local Business as defined in the RFP:

____ A Local Business (licensed within the jurisdiction of the Coachella Valley).
Copy of current business license **is required** to be attached to this document.

ADDENDA ACKNOWLEDGMENT:

Acknowledgment of Receipt of any Addenda issued by the City for this RFP is required by including the acknowledgment with your proposal. Failure to acknowledge the Addenda issued may result in your proposal being deemed non-responsive.

In the space provided below, please acknowledge receipt of each Addenda:
Addendum(s) # _____ is/are hereby acknowledged.

ATTACHMENT "B"

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Electronic File #1)

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER
AND SUBMITTED WITH PROPOSAL**

The undersigned, deposes and says that he or she is

_____ of _____, the party making the foregoing Proposal. That the Proposal is not made in the interests of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham Proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or that anyone shall refrain from Proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal price, or of that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereof, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, Proposal depository, or any other member or agent thereof to effectuate a collusive or sham Proposal.

Signature: _____

Title: _____

Date: _____

ATTACHMENT "C"

***THIS FORM MUST BE COMPLETED AND SUBMITTED IN SEPERATE ELECTRONIC FILE #2 "Cost Proposal", NOT with Electronic File #1, Technical/Work Proposal*)**

**REQUEST FOR PROPOSAL (RFP #02-21)
NON-DISCRETIONARY PORTFOLIO ADVISORY SERVICES**

COST PROPOSAL

Responding to Request for Proposal No. 02-21, Non-Discretionary Portfolio Advisory Services, I/WE agree to provide all work and services necessary to deliver Non-Discretionary Portfolio Advisory Services as defined in the Scope of Work herein. I/WE will accept as payment the following Rates/Fees for providing all labor, supervision, statements and report services to complete the Non-Discretionary Portfolio Advisory Services. The undersigned Proposer proposes and agrees to provide all work and services necessary to deliver *describe here* as defined in the Scope of Work herein.

NAME OF FIRM SUBMITTING THIS COST PROPOSAL: _____

Service Description	Est. Market Value & Annual Quantities		Rate	=	Estimated Extended Annual Cost
**Market Value: Maintenance (Billed Quarterly)	50,000,000.00	x		=	\$
Transaction Fee: Depository Trades	12	x		=	\$
Cash Transfer Fee: Wire or Book Transfers	52	x		=	\$
Monthly Access Fee	12	x		=	\$
Estimated Annual Cost					\$

** \$50,000,000.00 market value will fluctuate slightly per quarter.

TOTAL ANNUAL AMOUNT:

(PRICE IN FIGURES)

(PRICE IN WORDS)

Description	FEE		QTY	=	TOTAL
Initial Set Up Fee		x		=	\$
Other Applicable Fees		x		=	\$
		x		=	\$
		x		=	\$
**Market Value: Maintenance			Rate Above 50,000,000.00	=	\$

**In addition to the fees listed above, a detailed fee schedule should be provided with your cost proposal outlining your proposed fees for any activity charges the City may incur.

PRICING FOR INITIAL 3 YEAR TERM AND CPI ADJUSTMENTS FOR OPTIONAL RENEWALS:

For the initial three (3) years of the Agreement term, fees quoted are fixed. For optional years 4 and 5, Contractor may request a price adjustment not to exceed the Bureau of Labor Statistic’s Consumer Price Index (CPI) for the Riverside-San Bernardino-Ontario area for the prior 12 month period effective on the anniversary date. Optional renewal years 4 and 5, and any associated CPI increase, are at the mutual consent of the City and the Contractor.

NOTE: This page MUST be manually signed.

Certified by: _____
 Firm Name

 Signature of Authorized Person

 Printed Name

 Title

 Date

ATTACHMENT "D"

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Electronic File #1)

CITY OF PALM SPRINGS, CA

CONFLICT OF INTEREST AND NON-DISCRIMINATION CERTIFICATION

Conflict of Interest. Consultant acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement nor shall Consultant enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one year thereafter. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (i.e., place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a "prohibited basis"). Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to City's lawful capacity to enter this Agreement, and in executing this Agreement, Consultant certifies that its actions and omissions hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Consultant activity, including but not 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; and further, that Consultant is in full compliance with the provisions of Palm Springs Municipal Code Section 7.09.040, including without limitation the provision of benefits, relating to non-discrimination in city contracting.

NAME OF CONSULTANT/VENDOR: _____

NAME and TITLE of Authorized Representative:

(Print) _____

Signature and Date of Authorized Representative:

(Sign) _____ (Date) _____

ATTACHMENT "E"

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH YOUR TECHNICAL/WORK PROPOSAL (Electronic File #1)

CITY OF PALM SPRINGS PUBLIC INTEGRITY DISCLOSURE (INSTRUCTIONS FOR APPLICANTS)

Who Must File?

Applicants that are NOT a natural person or group of natural people that will be identified on the application, and seek a City approval determined by a vote of City officials. Examples include corporations, limited liability companies, trusts, etc. that seek a City Council approval, or an approval by one of the City's board or commissions.

Why Must I File?

The City of Palm Springs Public Integrity Ordinance advances transparency in municipal government and assists public officials in avoiding conflicts of interest. The City's Public Integrity Ordinance, codified in Chapter 2.60 of the municipal code, reflects the City's interest in ensuring that companies (and other legal entities that are not natural people) doing business in the community are transparent and make disclosure as to their ownership and management, *and* further that those companies disclose the identity of any person, with an ownership interest worth two thousand dollars (\$2,000) or more, who has a material financial relationship with any elected or appointed voting City official, or with the City Manager or City Attorney.

Note: A material financial relationship is a relationship between someone who is an owner/investor in the applicant entity and a voting official (or the City Manager or City Attorney), which relationship includes any of the following:

- (1) the owner/investor and the official have done business together during the year prior to the application;*
- (2) the official has earned income from the owner/investor during the year prior to the filing of the application;*
- (3) the owner/investor has given the official gifts worth fifty dollars (\$50) or more during the year prior to the filing of the application; or*
- (4) the official might reasonably be anticipated to gain or lose money or a thing of value, based upon the owner/investor's interest in the applicant entity, in relation to the application's outcome.*

When Must I File?

You must file this form with the Office of the City Clerk at the same time when you file your application for a City approval determined by a vote of City officials, whether elected or appointed.

What Must I Disclose?

- A. The names of all natural persons who are officers, directors, members, managers, trustees, and other fiduciaries serving trusts or other types of organizations (attorneys, accountants, etc.).

Note: (1) only trusts or other organizations that are not the fiduciaries, (2) if a second entity that is not a natural person serves the applicant entity (e.g., as a member of an applicant LLC), then all officers, directors, members, managers, trustees, etc., of the second entity must be disclosed).

- B. The names of persons owning an interest with a value of two thousand dollars (\$2,000) or more who have a material financial relationship with an elected or appointed City official who will vote on the applicant's application, or with the City Manager or City Attorney.

PENALTIES

Falsification of information or failure to report information required to be reported may subject you to administrative action by the City.

****There are some additional supplementary instructions with an example following the form should you need further clarification.***



PUBLIC INTEGRITY DISCLOSURE APPLICANT DISCLOSURE FORM

1.	Name of Entity
2.	Address of Entity (Principle Place of Business)
3.	Local or California Address (if different than #2)
4.	State where Entity is Registered with Secretary of State <i>If other than California, is the Entity also registered in California?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No
5.	Type of Entity <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Other (please specify)
6.	Officers, Directors, Members, Managers, Trustees, Other Fiduciaries (please specify) <i>Note: If any response is not a natural person, please identify all officers, directors, members, managers and other fiduciaries for the member, manager, trust or other entity</i>
	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> _____ [name] </div> <div style="width: 50%;"> <input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Manager <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> Other _____ </div> </div>
	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> _____ [name] </div> <div style="width: 50%;"> <input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Manager <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> Other _____ </div> </div>
	<div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 45%;"> _____ [name] </div> <div style="width: 50%;"> <input type="checkbox"/> Officer <input type="checkbox"/> Director <input type="checkbox"/> Member <input type="checkbox"/> Manager <input type="checkbox"/> General Partner <input type="checkbox"/> Limited Partner <input type="checkbox"/> Other _____ </div> </div>

7. Owners/Investors with a 5% beneficial interest in the Applicant Entity or a related entity	
EXAMPLE <i>JANE DOE</i>	 <i>50%, ABC COMPANY, Inc.</i>
<hr/> [name of owner/investor]	<hr/> [percentage of beneficial interest in entity and name of entity]
A.	
<hr/> [name of owner/investor]	<hr/> [percentage of beneficial interest in entity and name of entity]
B.	
<hr/> [name of owner/investor]	<hr/> [percentage of beneficial interest in entity and name of entity]
C.	
<hr/> [name of owner/investor]	<hr/> [percentage of beneficial interest in entity and name of entity]
D.	
<hr/> [name of owner/investor]	<hr/> [percentage of beneficial interest in entity and name of entity]
E.	
<hr/> [name of owner/investor]	<hr/> [percentage of beneficial interest in entity and name of entity]

I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

Signature of Disclosing Party, Printed Name, Title	Date

City of Palm Springs, CA.

Business Disclosure Supplementary Instructions

In an effort to ensure we capture the required business entity information in accordance with the attached instructions, we provide you these supplementary instructions to clearly identify the required information, and the format the information should be provided.

If you, as the applicant, are a business entity (i.e. a corporation or limited liability company), and it is also comprised of other business entities as its members or having a financial interest, all other such business entities must also be disclosed, including those entities other business entities, if any.

Ultimately, the City's disclosure document (attached) requires a listing identifying all natural persons having any financial interest over 5% of the business entities (and any other business entities comprising your business entity).

As an example, Applicant is: Acme Brothers, Inc., a California corporation, whose officers are: John Doe, Jill Doe, and Jay Doe, which is owned 50% by Acme Brothers, LLC, a California limited liability company, and John Doe (25% interest) and Jill Doe (25% interest). Acme Brothers, LLC, is managed by Acme Brothers 2, Inc., a California corporation, whose officers are: George Doe, Bill Doe, and Jane Doe, which is owned 100% by Acme Brothers 2, LLC, a California limited liability company, which is managed by George Doe, with George Doe and Jane Doe having 50% interest each.

The full business entity disclosure in this example would resemble the following:

1. Acme Brothers, Inc., a California corporation
 - a. Officers: John Doe, Jill Doe, and Jay Doe
 - b. Ownership:
 - i. 50% Acme Brothers, LLC, a California limited liability company
 - ii. 25% John Doe
 - iii. 25% Jill Doe
2. Acme Brothers, LLC, a California limited liability company
 - a. Managers: Acme Brothers 2, Inc., a California corporation
 - b. Ownership: 100% Acme Brothers 2, Inc., a California corporation
3. Acme Brothers 2, Inc., a California corporation
 - a. Officers: George Doe, Bill Doe, and Jane Doe
 - b. Ownership: 100% Acme Brothers 2, LLC, a California limited liability company
4. Acme Brothers 2, LLC, a California limited liability company
 - a. Managers: George Doe
 - b. Ownership:
 - i. 50%

ATTACHMENT "F" (SAMPLE AGREEMENT)

PROFESSIONAL SERVICES AGREEMENT (PROJECT NAME AND/OR CONSULTANTS NAME)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into, and effective on [REDACTED], 20__, between the CITY OF PALM SPRINGS, a California charter city and municipal corporation, ("City") and [REDACTED], a [REDACTED], ("Consultant"). City and Consultant are individually referred to as "Party" and are collectively referred to as the "Parties".

RECITALS

- A. City requires the services of a [REDACTED], for [REDACTED] ("Project").
- B. Consultant has submitted to City a proposal to provide [REDACTED], to City under the terms of this Agreement.
- C. Consultant is qualified by virtue of its experience, training, education, reputation, and expertise to provide these services and has agreed to provide such services as provided in this Agreement.
- D. City desires to retain Consultant to provide such professional services.

NOW, THEREFORE, in consideration of the promises and mutual obligations, covenants, and conditions contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant agrees to perform the professional services set forth in the Scope of Services described in Exhibit "A" (the "Services" or "Work"), which is attached and incorporated herein by this reference. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first class work and professional services and that Consultant is experienced in performing the Work contemplated and, in light of such status and experience, Consultant covenants that it shall perform the Work in a competent, professional, and satisfactory manner consistent with the level of care and skill ordinarily exercised by high quality, experienced and well qualified members of the profession currently practicing under similar conditions.

1.2 Contract Documents. The Agreement between the Parties shall consist of the following: (1) this Agreement; (2) the Scope of Services; (3) the City's Request for Proposals; and, (4) the Consultant's signed, original proposal submitted to the City ("Consultant's Proposal"), (collectively referred to as the "Contract Documents"). The City's Request for Proposals and the Consultant's Proposal, which are both attached as Exhibits "B" and "C", respectively, are incorporated herein by this reference and are made a part of this Agreement. The Scope of Services shall include the Consultant's Proposal. All provisions of the Scope of

Services, the City's Request for Proposals and the Consultant's Proposal shall be binding on the Parties. Should any conflict or inconsistency exist in the Contract Documents, the conflict or inconsistency shall be resolved by applying the provisions in the highest priority document, which shall be determined in the following order of priority: (1st) the provisions of the Scope of Services (Exhibit "A"); (2nd) the provisions of the City's Request for Proposal (Exhibit "B"); (3rd) the terms of this Agreement; and, (4th) the provisions of the Consultant's Proposal (Exhibit "C").

1.3 Compliance with Law. Consultant warrants that all Services rendered shall be performed in accordance with all applicable federal, state, and local laws, statutes, ordinances lawful orders, rules, and regulations. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement.

1.4 Licenses, Permits, Fees, and Assessments. Consultant represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the Work required by this Agreement. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification, or approval that is legally required for Consultant to perform the Work and under this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Work required by this Agreement. Consultant shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes penalties, or interest levied, assessed, or imposed against City to the fullest extent permitted by law.

1.5 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the Scope of Services to be performed, (b) has carefully considered how the Services should be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any Services. Should the Consultant discover any latent or unknown conditions that will materially affect the performance of the Services, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the City.

1.6 Care of Work. Consultant shall adopt reasonable methods during the term of the Agreement to furnish continuous protection to the Work and the equipment, materials, papers, documents, plans, studies, and/or other components to prevent losses or damages. Consultant shall be responsible for all such damages, to persons or property, until acceptance of the Work by the City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties. Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Parties agree to act in good faith to execute all instruments, prepare all documents, and take all actions as may be reasonably necessary to carry out the purposes of this Agreement.

1.8 Additional Services. City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to, or deducting

from such Work. No such extra work may be undertaken unless a written order is first given by the City to the Consultant, incorporating any adjustment in (i) the Maximum Contract Amount, as defined below, and/or (ii) the time to perform this Agreement. Any adjustments must also be approved in writing by the Consultant. Any increase in compensation of up to twenty-five percent (25%) of the Maximum Contract Amount or \$25,000, whichever is less, or in the time to perform of up to thirty (30) days, may be approved by the City Manager, or his designee, as may be needed to perform any extra work. Any greater increases, occurring either separately or cumulatively, must be approved by the Palm Springs City Council. It is expressly understood by Consultant that the provisions of this section shall not apply to the services specifically set forth or reasonably contemplated within the Scope of Services.

2. COMPENSATION

2.1 Maximum Contract Amount. For the Services rendered under this Agreement, Consultant shall be compensated by City in accordance with the Schedule of Compensation, which is attached as Exhibit "D" and incorporated herein by this reference. Compensation shall not exceed the maximum contract amount of [INSERT NOT TO EXCEED CONTRACT AMOUNT] Dollars, (\$ [REDACTED]) ("Maximum Contract Amount"), except as may be provided under Section 1.8. The method of compensation shall be as set forth in Exhibit "D." Compensation for necessary expenditures for reproduction costs, telephone expenses, and transportation expenses must be approved in advance by the Contract Officer designated under Section 4.2 and will only be approved if such expenses are also specified in the Schedule of Compensation. The Maximum Contract Amount shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Consultant shall not be entitled to any increase in the Maximum Contract Amount for attending these meetings. Consultant accepts the risk that the services identified in the Scope of Services may be more costly and/or time-consuming than Consultant anticipates, that Consultant shall not be entitled to additional compensation, and that the provisions of Section 1.8 shall not be applicable to the services identified in the Scope of Services. If the City's Maximum Contract Amount is reached before the Consultant's Services under this Agreement are completed, Consultant shall complete the Work and City shall not be liable for payment beyond the Maximum Contract Amount.

2.2. Method of Payment. Unless another method of payment is specified in the Schedule of Compensation (Exhibit "D"), in any month in which Consultant wishes to receive payment, Consultant shall submit to the City an invoice for Services rendered prior to the date of the invoice. The invoice shall be in a form approved by the City's Finance Director and must be submitted no later than the tenth (10) working day of such month. Such requests shall be based upon the amount and value of the Services performed by Consultant and accompanied by such reporting data including an itemized breakdown of all costs incurred and tasks performed during the period covered by the invoice, as may be required by the City. City shall use reasonable efforts to make payments to Consultant within forty-five (45) days after receipt of the invoice or as soon as is reasonably practical. There shall be a maximum of one payment per month.

2.3 Changes in Scope. In the event any change or changes in the Scope of Services is requested by City, Parties shall execute a written amendment to this Agreement, specifying all proposed amendments, including, but not limited to, any additional fees. An amendment may be entered into:

A. To provide for revisions or modifications to documents, work product, or work, when required by the enactment or revision of any subsequent law; or

B. To provide for additional services not included in this Agreement or not customarily furnished in accordance with generally accepted practice in Consultant's profession.

2.4 Appropriations. This Agreement is subject to and contingent upon funds being appropriated by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to the City.

3. SCHEDULE OF PERFORMANCE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the Work of this Agreement according to the agreed upon attached Schedule of Performance (Exhibit "E"), incorporated herein by this reference. Neither Party shall be accountable for delays in performance caused by any condition beyond the reasonable control and without the fault or negligence of the non-performing Party. Delays shall not entitle Consultant to any additional compensation regardless of the Party responsible for the delay.

3.2 Schedule of Performance. Consultant shall commence the Services under this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the Schedule of Performance. When requested by Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer, but such extensions shall not exceed one hundred eighty (180) days cumulatively; however, the City shall not be obligated to grant such an extension.

3.3 Force Majeure. The time for performance of Services to be rendered under this Agreement may be extended because of any delays due to a Force Majeure Event, if Consultant notifies the Contract Officer within ten (10) days of the commencement of the Force Majeure Event. A Force Majeure Event shall mean an event that materially affects the Consultant's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the project site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); and (4) pandemics, epidemics or quarantine restrictions. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the City in its capacity as a municipal authority. After Consultant notification, the Contract Officer shall investigate the facts and the extent of any necessary delay, and extend the time for performing the Services for the period of the enforced delay when and if, in the Contract Officer's judgment, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the Parties to this Agreement. The Consultant will not receive an adjustment to the contract price or any other compensation. Notwithstanding the foregoing, the City may still terminate this Agreement in accordance with the termination provisions of this Agreement.

3.4 Term. Unless earlier terminated in accordance with Section 4.5 of this Agreement, this Agreement shall continue in full force and effect for a period of _____ (weeks/months), commencing on _____, 202____, and ending on _____, 202____, unless extended by mutual written agreement of the Parties. However, the term shall not exceed **three (3) years** from the commencement date, except as otherwise provided in the Schedule of Performance described in Section 3.2 above.

3.5 Termination Prior to Expiration of Term. City may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Consultant. Where termination is due to the fault of Consultant and constitutes an immediate danger to health, safety, and general welfare, the period of notice shall be such shorter time as may be determined by the City. Upon receipt of the notice of termination, Consultant shall immediately cease all Services except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for all Services rendered prior to receipt of the notice of termination and for any Services authorized by the Contract Officer after such notice. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation for termination of Work. Consultant may not terminate this Agreement except for cause, upon thirty (30) days written notice to City.

4. COORDINATION OF WORK

4.1 Representative of Consultant. The following principal of Consultant is designated as being the principal and representative of Consultant authorized to act in its behalf and make all decisions with respect to the Services to be performed under this Agreement: _____ **[INSERT NAME]**, _____ **[INSERT TITLE]**. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services performed hereunder. The foregoing principal may not be changed by Consultant without prior written approval of the Contract Officer.

4.2 Contract Officer. The Contract Officer shall be the City Manager or his/her designee ("Contract Officer"). Consultant shall be responsible for keeping the Contract Officer fully informed of the progress of the performance of the Services. Consultant shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified, any approval of City shall mean the approval of the Contract Officer.

4.3 Prohibition Against Subcontracting or Assignments. The experience, knowledge, education, capability, and reputation of Consultant, its principals and employees, were a substantial inducement for City to enter into this Agreement. Consultant shall not contract with any other individual or entity to perform any Services required under this Agreement without the City's express written approval. In addition, neither this Agreement nor any interest may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Subcontracts, if any, shall contain a provisions making them subject to all provisions stipulated in this Agreement including without limitation the insurance and indemnification requirements. If Consultant is permitted to subcontract any part of this Agreement by City, Consultant shall be responsible to City for the acts and omissions of its subConsultant(s) in the same manner as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subConsultant and City. All persons engaged in the Work will be considered employees of Consultant. City will deal directly with and will make all payments to Consultant. In addition, neither this Agreement nor any interest in this Agreement may be transferred, assigned, conveyed, hypothecated, or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written consent of City. Transfers restricted in this Agreement shall include the transfer to any person or group of persons acting in concert of more than twenty five percent

(25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant from any liability under this Agreement without the express written consent of City.

4.4 Independent Consultant. The legal relationship between the Parties is that of an independent Consultant, and nothing shall be deemed to make Consultant a City employee.

A. During the performance of this Agreement, Consultant and its officers, employees, and agents shall act in an independent capacity and shall not act or represent themselves as City officers or employees. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of its officers, employees, or agents, except as set forth in this Agreement. Consultant, its officers, employees, or agents shall not maintain an office or any other type of fixed business location at City's offices. City shall have no voice in the selection, discharge, supervision, or control of Consultant's employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service. Consultant shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to social security income tax withholding, unemployment compensation, workers' compensation, and other similar matters. City shall not in any way or for any purpose be deemed to be a partner of Consultant in its business or otherwise a joint venturer or a member of any joint enterprise with Consultant.

B. Consultant shall not have any authority to bind City in any manner. This includes the power to incur any debt, obligation, or liability against City.

C. No City benefits shall be available to Consultant, its officers, employees, or agents in connection with any performance under this Agreement. Except for professional fees paid to Consultant as provided for in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for the performance of Services under this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, or agents, for injury or sickness arising out of performing Services. If for any reason any court or governmental agency determines that the City has financial obligations, other than under Section 2 and Subsection 1.8 in this Agreement, of any nature relating to salary, taxes, or benefits of Consultant's officers, employees, servants, representatives, subConsultants, or agents, Consultant shall indemnify City for all such financial obligations.

4.5 California Labor Code Requirements.

A. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or

interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

B. If the Services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

5. INSURANCE

5.1 Types of Insurance. Consultant shall procure and maintain, at its sole cost and expense, the insurance described herein. The insurance shall be for the duration of this Agreement and includes any extensions, unless otherwise specified in this Agreement. The insurance shall be procured in a form and content satisfactory to City. The insurance shall apply against claims which may arise from the Consultant's performance of Work under this Agreement, including Consultant's agents, representatives, or employees. In the event the City Manager determines that the Work or Services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the City Manager or his designee. Consultant shall immediately substitute any insurer whose A.M. Best rating drops below the levels specified in this Agreement. Except as otherwise authorized below for professional liability (errors and omissions) insurance, all insurance provided under this Agreement shall be on an occurrence basis. The minimum amount of insurance required shall be as follows:

A. **Errors and Omissions Insurance.** Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, standard industry form professional liability (errors and omissions) insurance coverage in an amount of not less than one million dollars (\$1,000,000.00) per occurrence and two-million dollars (\$2,000,000.00) annual aggregate, in accordance with the provisions of this section.

(1) Consultant shall either: (a) certify in writing to the City that Consultant is unaware of any professional liability claims made against Consultant and is unaware of any facts which may lead to such a claim against Consultant; or (b) if Consultant does not provide the certification under (a), Consultant shall procure from the professional liability insurer an endorsement providing that the required limits of the policy shall apply separately to claims arising from errors and omissions in the rendition of services under this Agreement.

(2) If the policy of insurance is written on a “claims made” basis, the policy shall be continued in full force and effect at all times during the term of this Agreement, and for a period of three (3) years from the date of the completion of the Services provided

hereunder. In the event of termination of the policy during this period, Consultant shall obtain continuing insurance coverage for the prior acts or omissions of Consultant during the course of performing Services under the terms of this Agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier or other insurance arrangements providing for complete coverage, either of which shall be subject to the written approval by the City Manager.

(3) In the event the policy of insurance is written on an "occurrence" basis, the policy shall be continued in full force and effect during the term of this Agreement, or until completion of the Services provided for in this Agreement, whichever is later. In the event of termination of the policy during this period, new coverage shall immediately be obtained to ensure coverage during the entire course of performing the Services under the terms of this Agreement.

B. Workers' Compensation Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, workers' compensation insurance in at least the minimum statutory amounts, and in compliance with all other statutory requirements, as required by the State of California. Consultant agrees to waive and obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City and to require each of its subConsultants, if any, to do likewise under their workers' compensation insurance policies. If Consultant has no employees, Consultant shall complete the City's Request for Waiver of Workers' Compensation Insurance Requirement form.

C. Commercial General Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least one million dollars (\$1,000,000.00) and two million dollars (\$2,000,000.00) general aggregate for bodily injury and property damage including coverages for contractual liability, personal injury, independent Consultants, broad form property damage, products and completed operations.

D. Business Automobile Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of one million dollars (\$1,000,000.00) bodily injury and property damage. The policy shall include coverage for owned, non-owned, leased, and hired cars.

E. Employer Liability Insurance. Consultant shall obtain and maintain, in full force and effect throughout the term of this Agreement, a policy of employer liability insurance written on a per occurrence basis with a policy limit of at least one million dollars (\$1,000,000.00) for bodily injury or disease.

5.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City Manager or his/her designee prior to commencing any work or services under this Agreement. Consultant guarantees payment of all deductibles and self-insured retentions. City reserves the right to reject deductibles or self-insured retentions in excess of \$10,000, and the City Manager or his/her designee may require evidence of pending claims and claims history as well as evidence of Consultant's ability to pay claims for all deductible amounts and self-insured retentions proposed in excess of \$10,000.

5.3 Other Insurance Requirements. The following provisions shall apply to the insurance policies required of Consultant under this Agreement:

A. For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City and its officers, council members, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City and its officers, council members, officials, employees, agents, and volunteers shall be in excess of Consultant's insurance and shall not contribute with it.

B. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to City and its officers, council members, officials, employees, agents, and volunteers.

C. All insurance coverage and limits provided by Consultant and available or applicable to this Agreement are intended to apply to each insured, including additional insureds, against whom a claim is made or suit is brought to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations shall limit the application of such insurance coverage.

D. No required insurance coverages may include any limiting endorsement which substantially impairs the coverages set forth in this Agreement (e.g., elimination of contractual liability or reduction of discovery period), unless the endorsement has first been submitted to the City Manager and approved in writing.

E. Consultant agrees to require its insurer to modify insurance endorsements to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the endorsements. Certificates of insurance will not be accepted in lieu of required endorsements, and submittal of certificates without required endorsements may delay commencement of the Project. It is Consultant's obligation to ensure timely compliance with all insurance submittal requirements as provided in this Agreement.

F. Consultant agrees to ensure that subConsultants, and any other parties involved with the Project who are brought onto or involved in the Project by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subConsultants and others engaged in the Project will be submitted to the City for review.

G. Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any insurance requirement in no way imposes any additional obligations on the City nor does it waive any rights in this or any other regard.

H. Consultant shall provide proof that policies of insurance required in this Agreement, expiring during the term of this Agreement, have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. Endorsements as required in this Agreement applicable to the renewing or new coverage shall be provided to City no later than ten (10) days

prior to expiration of the lapsing coverage.

I. Requirements of specific insurance coverage features or limits contained in this section are not intended as limitations on coverage, limits, or other requirements, or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.

J. The requirements in this section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impair the provisions of this section.

K. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement and for any other claim or loss which may reduce the insurance available to pay claims arising out of this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City, or to reduce or dilute insurance available for payment of potential claims.

L. Consultant agrees that the provisions of this section shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages resulting from the Consultant's activities or the activities of any person or person for which the Consultant is otherwise responsible.

5.4 Sufficiency of Insurers. Insurance required in this Agreement shall be provided by authorized insurers in good standing with the State of California. Coverage shall be provided by insurers admitted in the State of California with an A.M. Best's Key Rating of B++, Class VII, or better, unless such requirements are waived in writing by the City Manager or his designee due to unique circumstances.

5.5 Verification of Coverage. Consultant shall furnish City with both certificates of insurance and endorsements, including additional insured endorsements, affecting all of the coverages required by this Agreement. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All proof of insurance is to be received and approved by the City before work commences. City reserves the right to require Consultant's insurers to provide complete, certified copies of all required insurance policies at any time. Additional insured endorsements are not required for Errors and Omissions and Workers' Compensation policies.

Verification of Insurance coverage may be provided by: (1) an approved General and/or Auto Liability Endorsement Form for the City of Palm Springs or (2) an acceptable Certificate of Liability Insurance Coverage with an approved Additional Insured Endorsement with the following endorsements stated on the certificate:

A. *"The City of Palm Springs, its officials, employees, and agents are named as an additional insured..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

B. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have..." ("as respects City of Palm Springs Contract No.____" or "for any and all work performed with the City" may be included in this statement).*

C. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.

D. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of City, its elected officials, officers, employees, agents, and volunteers.

In addition to the endorsements listed above, the City of Palm Springs shall be named the certificate holder on the policies. All certificates of insurance and endorsements are to be received and approved by the City before work commences. All certificates of insurance must be authorized by a person with authority to bind coverage, whether that is the authorized agent/broker or insurance underwriter. Failure to obtain the required documents prior to the commencement of work shall not waive the Consultant's obligation to provide them.

6. INDEMNIFICATION

6.1 Indemnification and Reimbursement. To the fullest extent permitted by law, Consultant shall defend (at Consultant's sole cost and expense), indemnify, protect, and hold harmless City, its elected officials, officers, employees, agents, and volunteers (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (Consultant's employees included), for damage to property, including property owned by City, for any violation of any federal, state, or local law or ordinance or in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct committed by Consultant, its officers, employees, representatives, and agents, that arise out of or relate to Consultant's performance of Services or this Agreement. This indemnification clause excludes Claims arising from the sole negligence or willful misconduct of the Indemnified Parties. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Consultant's indemnification obligation or other liability under this Agreement. Consultant's indemnification obligation shall survive the expiration or earlier termination of this Agreement until all actions against the Indemnified Parties for such matters indemnified are fully and finally barred by the applicable statute of limitations or, if an action is timely filed, until such action is final.

6.2 Design Professional Services Indemnification and Reimbursement. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to the extent which the Claims arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant in the performance of the Services or this Agreement, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

7. REPORTS AND RECORDS

7.1 Accounting Records. Consultant shall keep complete, accurate, and detailed accounts of all time, costs, expenses, and expenditures pertaining in any way to this Agreement. Consultant shall keep such books and records as shall be necessary to properly perform the Services required by this Agreement and to enable the Contract Officer to evaluate the performance of such Services. The Contract Officer shall have full and free access to such books and records at all reasonable times, including the right to inspect, copy, audit, and make records and transcripts from such records.

7.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement, or as the Contract Officer shall require. Consultant acknowledges that the City is greatly concerned about the cost of the Work to be performed under this Agreement. For this reason, Consultant agrees that Consultant shall promptly notify the Contract Officer the estimated increased or decreased cost if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services. If Consultant is providing design services, Consultant shall promptly notify the Contract Officer the estimated increased or decreased cost for the project being designed if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the design services.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents, memoranda, correspondence, computations, and other materials prepared by Consultant, its employees, subConsultants, and agents in the performance of this Agreement shall be the property of City and shall be promptly delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials. Any use of such completed documents for other projects and/or use of incomplete documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and the City shall indemnify the Consultant for all resulting damages. Consultant may retain copies of such documents for their own use. Consultant shall have an unrestricted right to use the concepts embodied in this Agreement. Consultant shall ensure that all its subConsultants shall provide for assignment to City of any documents or materials prepared by them. In the event Consultant fails to secure such assignment, Consultant shall indemnify City for all resulting damages.

7.4 Release of Documents. All drawings, specifications, reports, records, documents, and other materials prepared by Consultant in the performance of Services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer. All information gained by Consultant in the performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

7.5 Audit and Inspection of Records. After receipt of reasonable notice and during the regular business hours of City, Consultant shall provide City, or other agents of City, such access to Consultant's books, records, payroll documents, and facilities as City deems necessary to examine, copy, audit, and inspect all accounting books, records, work data, documents, and activities directly related to Consultant's performance under this Agreement. Consultant shall maintain such books, records, data, and documents in accordance with

generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during the term of this Agreement and for a period of three (3) years from the date of final payment by City hereunder.

8. ENFORCEMENT OF AGREEMENT

8.1 California Law and Venue. This Agreement shall be construed and interpreted both as to validity and as to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such County, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the Parties. The terms of this Agreement are contractual and the result of negotiation between the Parties. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party, shall not be employed in the interpretation of this Agreement. The caption headings of the various sections and paragraphs of this Agreement are for convenience and identification purposes only and shall not be deemed to limit, expand, or define the contents of the respective sections or paragraphs.

8.3 Default of Consultant. Consultant's failure to comply with any provision of this Agreement shall constitute a default.

A. If the City Manager, or his designee, determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, he/she shall notify Consultant in writing of such default. Consultant shall have ten (10) days, or such longer period as City may designate, to cure the default by rendering satisfactory performance. In the event Consultant fails to cure its default within such period of time, City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice of any remedy to which City may be entitled at law, in equity, or under this Agreement. Consultant shall be liable for all reasonable costs incurred by City as a result of such default. Compliance with the provisions of this section shall not constitute a waiver of any City right to take legal action in the event that the dispute is not cured, provided that nothing shall limit City's right to terminate this Agreement without cause under Section 3.5.

B. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 8.3A, take over the work and prosecute the same to completion by contract or otherwise. The Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the Maximum Contract Amount (provided that the City shall use reasonable efforts to mitigate such damages). The City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated. The withholding or failure to withhold payments to Consultant shall not limit Consultant's liability for completion of the Services as provided in this Agreement.

8.4 Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the Party against whom enforcement

of a waiver is sought. Any waiver by the Parties of any default or breach of any covenant, condition, or term contained in this Agreement, shall not be construed to be a waiver of any subsequent or other default or breach, nor shall failure by the Parties to require exact, full, and complete compliance with any of the covenants, conditions, or terms contained in this Agreement be construed as changing the terms of this Agreement in any manner or preventing the Parties from enforcing the full provisions.

8.5 Rights and Remedies Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

8.6 Legal Action. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, remedy or recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.7 Attorney Fees. In the event any dispute between the Parties with respect to this Agreement results in litigation or any non-judicial proceeding, the prevailing Party shall be entitled, in addition to such other relief as may be granted, to recover from the non-prevailing Party all reasonable costs and expenses. These include but are not limited to reasonable attorney fees, expert consultant fees, court costs and all fees, costs, and expenses incurred in any appeal or in collection of any judgment entered in such proceeding. To the extent authorized by law, in the event of a dismissal by the plaintiff or petitioner of the litigation or non-judicial proceeding within thirty (30) days of the date set for trial or hearing, the other Party shall be deemed to be the prevailing Party in such litigation or proceeding.

9. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

9.1 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor-in-interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

9.2 Conflict of Interest. Consultant acknowledges that no officer or employee of the City has or shall have any direct or indirect financial interest in this Agreement nor shall Consultant enter into any agreement of any kind with any such officer or employee during the term of this Agreement and for one (1) year thereafter. Consultant warrants that Consultant has not paid or given, and will not pay or give, any third party any money or other consideration in exchange for obtaining this Agreement.

9.3 Covenant Against Discrimination. In connection with its performance under this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of actual or perceived race, religion, color, sex, age, marital status, ancestry, national origin (*i.e.*, place of origin, immigration status, cultural or linguistic characteristics, or ethnicity), sexual orientation, gender identity, gender expression, physical or mental disability, or medical condition (each a “prohibited basis”). Consultant shall ensure that applicants are employed, and that employees are treated during their employment, without regard to any prohibited basis. As a condition precedent to City’s lawful capacity to enter this Agreement, and in executing this Agreement, Consultant certifies that its actions and omissions

hereunder shall not incorporate any discrimination arising from or related to any prohibited basis in any Consultant activity, including but not 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; and further, that Consultant is in full compliance with the provisions of Palm Springs Municipal Code Section 7.09.040, including without limitation the provision of benefits, relating to non-discrimination in city contracting.

10. MISCELLANEOUS PROVISIONS

10.1 Patent and Copyright Infringement. To the fullest extent permissible under law, and in lieu of any other warranty by City or Consultant against patent or copyright infringement, statutory or otherwise:

A. It is agreed that Consultant shall defend at its expense any claim or suit against City on account of any allegation that any item furnished under this Agreement, or the normal use or sale arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and Consultant shall pay all costs and damages finally awarded in any such suit or claim, provided that Consultant is promptly notified in writing of the suit or claim and given authority, information and assistance at Consultant's expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of Consultant. However, Consultant will not indemnify City if the suit or claim results from: (1) City's alteration of a deliverable, such that City's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by Consultant when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

B. Consultant shall have sole control of the defense of any such claim or suit and all negotiations for settlement in the event City fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at Consultant's expense. Consultant shall not be obligated to indemnify City under any settlement that is made without Consultant's consent, which shall not be unreasonably withheld. If the use or sale of such item is enjoined as a result of the suit or claim, Consultant, at no expense to City, shall obtain for City the right to use and sell the item, or shall substitute an equivalent item acceptable to City and extend this patent and copyright indemnity thereto.

10.2 Notice. Any notice, demand, request, consent, approval, or communication that either party desires, or is required to give to the other party or any other person shall be in writing. All notices shall be personally delivered, sent by pre-paid First Class U.S. Mail, registered or certified mail, postage prepaid, return receipt requested, or delivered or sent by facsimile with attached evidence of completed transmission. All notices shall be deemed received upon the earlier of (i) the date of delivery to the address of the person to receive such notice if delivered personally or by messenger or overnight courier; (ii) five (5) business days after the date of posting by the United States Post Office if by mail; or (iii) when sent if given by facsimile. Any notice, request, demand, direction, or other communication sent by facsimile must be confirmed within forty-eight (48) hours by letter mailed or delivered. Other forms of electronic transmission such as e-mails, text messages, and instant messages are not acceptable manners of notice required hereunder. Notices or other communications shall be addressed as follows:

To City:

City of Palm Springs
Attention: City Manager & City Clerk
3200 E. Tahquitz Canyon Way
Palm springs, California 92262
Telephone: (760) 323-8204
Facsimile: (760) 323-8332

To Consultant:

[Redacted]
[Redacted]
[Redacted]
Attention: [Redacted]
Telephone: [Redacted]
Facsimile: [Redacted]

10.3 Integrated Agreement. This Agreement constitutes the entire understanding between the Parties and supersedes and cancels all prior negotiations, arrangements, agreements, representations, and understandings, if any, made by or among the Parties with respect to the subject matter in this Agreement.

10.4 Amendment. No amendments or other modifications of this Agreement shall be binding unless through written agreement signed by all Parties.

10.5 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement shall be determined to be invalid by a final judgment or decree of a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of that provision, or the remaining provisions of this Agreement unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

10.5 Successors in Interest. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and assignees.

10.6 Third Party Beneficiary. Except as may be expressly provided for in this Agreement, nothing contained in this Agreement is intended to confer, nor shall this Agreement be construed as conferring, any rights, including, without limitation, any rights as a third-party beneficiary or otherwise, upon any entity or person not a party to this Agreement.

10.7 Recitals. The above-referenced Recitals are hereby incorporated into the Agreement as though fully set forth in this Agreement and each Party acknowledges and agrees that such Party is bound, for purposes of this Agreement, by the same.

10.8. Corporate Authority. Each of the undersigned represents and warrants that (i) the Party for which he or she is executing this Agreement is duly authorized and existing, (ii) he or she is duly authorized to execute and deliver this Agreement on behalf of the Party for which he or she is signing, (iii) by so executing this Agreement, the Party for which he or she is signing is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement

does not violate any provision of any other Agreement to which the Party for which he or she is signing is bound.

10.9 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE
CITY OF PALM SPRINGS AND [***INSERT NAME***]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates stated below.

**“CITY”
City of Palm Springs**

Date: _____

By: _____
David H. Ready, PhD
City Manager

APPROVED AS TO FORM: ATTEST

By: _____
Jeffrey S. Ballinger,
City Attorney

By: _____
Anthony Mejia,
City Clerk

APPROVED BY CITY COUNCIL:

Date: _____ Agreement No. _____

Corporations require two notarized signatures. One signature must be from Chairman of Board, President, or any Vice President. The second signature must be from the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.

CONSULTANT NAME:

Corporation Check one ___ Individual ___ Partnership ___

Address

By _____

By

Signature (Notarized)

Signature (Notarized)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____ before me, _____
Date Here Insert Name and Title of the Officer

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"

CITY'S REQUEST FOR PROPOSALS

EXHIBIT "C"
CONSULTANT'S PROPOSAL

EXHIBIT "D"
SCHEDULE OF COMPENSATION

EXHIBIT "E"
SCHEDULE OF PERFORMANCE