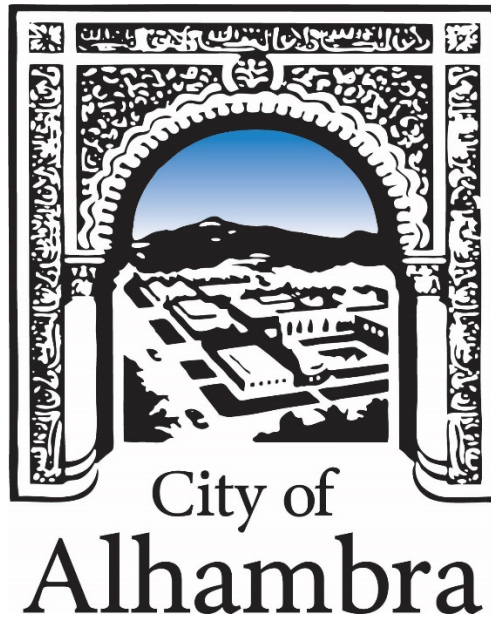




REQUEST FOR PROPOSAL
FOR
OCCUPATIONAL HEALTH SERVICES

RFP2M25-3

City of Alhambra
Human Resources Department
111 S. First Street
Alhambra, CA 91801

Proposal Issue Date: September 21, 2026
Questions from Proposer Due: September 28, 2026
Proposals Due: October 19, 2026

**CITY OF ALHAMBRA
REQUEST FOR PROPOSALS FOR
OCCUPATIONAL HEALTH SERVICES**

TABLE OF CONTENTS

I.	INTRODUCTION	3
A.	General Information	3
II.	BACKGROUND	4
A.	Quantities	4
B.	Estimated Quantities	4
C.	General Specifications	5
III.	SCOPE OF SERVICES	5
1.	Exams	5
2.	Testing	5
3.	Occupational Injury/Workers' Compensation	
4.	Other	6
5.	Administration of Services	6
6.	Locations	7
IV.	PROPOSAL REQUIREMENT	7
A.	General Requirements	7
B.	Contents of Proposal	8
C.	Business License	11
D.	Insurance Requirements	11
E.	Review of Proposals	12
F.	Evaluation Criteria	12
G.	Interview/Presentation	12
H.	Selection	13
I.	Right to Reject Proposals	13
V.	PROFESSIONAL SERVICES AGREEMENT	13
	ATTACHMENT A - Draft Professional Services Agreement	14

I. INTRODUCTION

A. *General Information*

The City of Alhambra (City) is a full-service municipality including Police and Fire, with approximately 380 full-time and 225 part-time employees. The City of Alhambra is located in the West San Gabriel Valley, 8 miles from Downtown Los Angeles Civic Center. The City lies adjacent to the cities of South Pasadena, San Marino and San Gabriel, in Los Angeles County. The City was incorporated in 1903, became a charter city in 1915.

As a full service municipality, the City provides police, fire and emergency response services, building, code enforcement, business license, engineering, maintenance, parks and recreation and other programming and services to residents and public; as well as internal services and programs. The following is an approximate breakdown of employees:

Managerial, Professional & Clerical:	148
Safety (i.e. Sworn Police & Fire personnel):	147
Field Services:	85
Part Time:	225

The City is soliciting proposals from interested, qualified and experienced firms to provide professional occupational health services for pre-employment medical evaluations; drug and alcohol testing; periodic medical surveillance physicals and vaccinations; authorized treating physicians – occupational medicine providers for on-the-job injury/illness treatment and other city referrals; commercial driver’s license holders medical evaluations; and functional capacity and range of motion services, and other medical tests or services as needed for the City of Alhambra and its employees.

All prospective consultants will be afforded full opportunity to submit statements of qualifications in response to this request and will not be discriminated against on the grounds of age, ancestry, color, race, gender, gender identity, gender expression, genetic information, marital status, medical condition, military and veteran status, religion, national origin, sex, sexual orientation, religious creed, transgender status or disability in consideration for an award of any contract entered into pursuant to this notice.

This Request for Proposals (RFP) is an invitation by the City of Alhambra for consultants to submit an offer, which may be subject to subsequent discussion. Qualified firms may submit their sealed proposal responses **on or before October 19, 2026, by 5:00 PM PST** to:

City of Alhambra – City Clerk
Attn: Occupational Health Services (RFP2M25-3)
111 S. First Street
Alhambra, CA 91801

The awarding of any contract shall be contingent on the availability of funds and the required staff and City Council approvals. No single factor will determine the final award decision.

The following terms and conditions apply to this RFP:

1. Any submission of proposals received after the date and time specified in this RFP will not be considered and will be returned unopened. Postmarks will not be considered.
2. The City reserves the right to withdraw this RFP at any time without prior notice.
3. Disclosure/Public Records Act. All material received relative to this RFP will become public information and be available for inspection.
4. The City reserves the right to retain all proposals submitted, whether the proposal was selected or judged to be responsive.
5. Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct; however, the responsibility for determining the full extent of the services rests solely with those making responses. Neither the City nor its representatives shall be responsible for any error or omission in this response, nor for the failure on the part of the respondents to determine the full extent of their exposures. The RFP does not commit the City to award a contract. The City reserves the right to select a vendor from the responses received; to waive any or all informalities and/or irregularities; to re-advertise with either an identical or revised scope, to cancel any requirement in its entirety; or to reject any or all proposals received. The City also reserves the right to approve any subcontractors used by submitting vendors.
6. The City retains the right to contact any/all proposing vendors after submittal in order to obtain supplemental information and/or clarification in either oral or written form and to engage in negotiations. Furthermore, an explicit provision of this RFP is that any oral communication made is not binding on the City's proposal process.
7. Cost. The City will not be liable for, nor pay for any costs incurred by responding firms relating to the preparation of any proposal for this RFP. In addition, no such expenses shall be included as part of the price proposed.

II. BACKGROUND

A. Quantities

The quantities stated herein are an estimate of the City's requirements. The successful proposer agrees to furnish an amount more or less than that estimate in accordance with the City's actual needs. See estimated quantities paragraph below.

B. Estimated Quantities

This quantity is only an estimate and the City of Alhambra provides no guarantee that this quantity will be reached or that it will not be exceeded. By submitting a proposal, you agree to furnish an amount above or below the quantity listed at the unit price stated according to the needs of the City of

Alhambra. The following is an estimated number of medical services needed in the 2027 calendar year:

Pre-placement medical exams: 130
DOT medical exams: 25
DOT drug/alcohol screens: 20
Work Injury/Illness treatment: 50
Return to Work/Fitness for Duty exams: 5

C. General Specifications

To be considered by the City, proposing occupational health providers should submit a comprehensive bid proposal, including information as indicated in the Proposal Requirements section above.

III. SCOPE OF SERVICES

This contract is intended to cover on an as-needed basis, occupational health and medical evaluation services, including pre-employment medical examinations and other employment-oriented medical services.

The primary services required will include, but are not limited to, the following:

1. *Exams:*
 - a. Pre-employment medical evaluations for safety and non-safety employees.
 - b. Return to work (fitness for duty) examinations for safety and non-safety employees.
 - c. DOT physical exams (FMCSA and FTA) and Medical Examiner's Certification issuance.
 - d. Physical fitness examination for firefighters and police officers as defined by professional standards.
 - e. Post-exposure exams and follow-up screenings provided immediately with ongoing monitoring after report of exposure with appropriate treatment options as defined by current medical standards.
 - f. Audiometry and basic vision exams.
 - g. Tuberculosis screenings.
 - h. Respiratory exams consistent with OSHA standards.
2. *Testing:*
 - i. Pre-employment, DOT (FMCSA & FTA); NIDA-5 Panel and/or NIDA-10 Panel Split Drug testing certified collection site performing; pre-employment, return-to- duty, reasonable suspicion, post-accident, and follow-up alcohol testing.
 - j. Breath alcohol testing (BAT) certified collection site performing: pre- employment, random, return-to-duty, reasonable suspicion/reasonable cause, post-accident, and

follow-up alcohol testing.

3. *Occupational Injury/Workers' Compensation*

- a. Provide preliminary examinations for injuries that are reported to be work related.
- b. Provide follow-up care and case management for work related injuries.
- c. Provide professional opinion in reviewing employee's work restrictions and duty related leaves of absence.
- d. Offer rehabilitation services including physical and occupational therapy, worksite, and functional capacity.
- e. Conduct physical fitness testing for police personnel.
- f. Conduct physical fitness testing for fire personnel as defined by the National Fire Protection Association (NFPA) 1582.

4. *Other*

- a. Conduct an analysis and evaluation of the current pre-employment placement medical evaluation process and make recommendations for revising.
- b. As needed, analyze current job classification specifications and make recommendations for the City's use in the pre-employment medical examination and drug testing process, as well as occupational injury medical examination for return-to work/fitness for duty.
- c. Medical consultation to City of Alhambra Human Resources Department.
- d. Provide drug and alcohol testing for City of Alhambra departments as required.
- e. All medical services and testing shall be performed at the Service Provider's facility or facilities. Testing facilities must be certified pursuant to applicable standards.
- f. Services shall be provided on an as-needed basis.

5. *Administration of Services*

- a. Provide services Monday – Friday during normal business hours starting at 7:00 a.m. – 6:00 p.m. Evenings and weekend hours highly desirable.
- b. Provide high level of customer service to current and prospective City of Alhambra employees receiving services. Must be able to schedule employees within two (2) business days for return-to-work examinations. Clinic and walk- in scheduling preferred.
- c. Provide urgent and after-hours care, weekend availability is also preferred.
- d. Communicate with the Human Resources Department regarding applicants or employees' progress throughout the medical evaluation process.
- e. Communicate directly with applicants throughout the process, regarding results and medical conditions. When necessary, obtain applicant confidential medical information that is needed for clearance for a particular job.
- f. Provide high level of support to City of Alhambra Human Resources Department regarding occupational health trends, requirements and health issues impacting City of Alhambra job classifications.
- g. Establish and maintain a secure process for submitting final reports electronically,

outlining each candidate's pre-employment placement medical evaluation results within 48 hours of completion of evaluation.

- h. Maintain confidential records of all employees/applicants examined by the office.
- i. Collection site to maintain supply of and ensure use of appropriate Chain of Custody (COC) forms in urgent manner following appropriate protocol.
- j. Provide program monitoring for DOT and Non-CDL Driver Fitness exams, vaccination program follow-up, respirator testing record maintenance, etc.
- k. Maintain records of medical tests, examinations, evaluations, etc. for the retention period required by State and Federal laws and regulations.
- l. Provide accurate records and reports as required by State and Federal laws and regulations.
- m. Provide a system that allows for efficient communication and close coordination between the Human Resources Department and the provider's clinical, administrative and billing staff for day-to-day operations needs and questions.
- n. Meet with the Human Resources Department and designated representatives as reasonably requested.
- o. Provide referral of services of a licensed psychologist/therapist or psychiatrist, who can evaluate industrial or non-industrial stress and psychological issues.
- p. A minimum of two (2) physicians must be on the National Registry of Certified Medical Examiners as required by DOT regulations for medical certification issuance.
- q. Staff shall be trained and experienced in urine specimen collection for drug testing and shall be breath alcohol technician certified. A minimum of two (2) BAT certified staff in practice is required.
- r. Provide convenient online resources and support is preferred.

6. *Locations*

The primary clinic(s) location to provide the services above must be within 20 miles of Alhambra, California. To ensure the City's ability to efficiently schedule candidates/employees, having multiple clinic locations in Southern California within reasonable proximity to Alhambra, California as an option is highly desired to ensure prompt scheduling available when the primary location is not reasonably available. The City may attract candidates from other regions in California and throughout the country; therefore the ability to test candidates or provide an alternative mechanism for testing in other locations is also desired.

IV. **PROPOSAL REQUIREMENTS**

A. *General Requirements*

The following is a timeline for solicitation, evaluation, and award of this RFP. These dates are subject to change to meet the needs of the City schedule and if it is found that alterations are required, Proposers will be notified in writing.

ACTION	DATES
RFP ISSUED	September 21, 2026
QUESTIONS FROM PROPOSERS DUE (if any)	September 28, 2026 by 5:00 PM PST
RESPONSE TO QUESTIONS	October 5, 2026
PROPOSAL SUBMITTAL DEADLINE	October 19, 2026 by 5:00 PM PST
EVALUATION OF PROPOSALS PERIOD	October 2026
ANTICIPATED REPORT TO CITY COUNCIL	November 2026
ANTICIPATED CONTRACT DATE	November 2026

1. All questions regarding this RFP should to be directed in writing no later than **5:00 PM PST, on September 28, 2026**, to: Mariam Ko, Director of Human Resources & Risk Management, and may be sent via email to mko@alhambraca.gov. Answers will be sent to all potential respondents.
2. Submission of Proposal shall include the following:
 - One (1) original and three (3) printed hard copies of your proposal
 - One (1) electronic copy of your proposal in PDF format on a flash drive or other electronic media

All proposals must be filed with the City Clerk’s Office, in City Hall, 111 S. First Street, Alhambra, California 91801 on or before 5:00 PM PST, October 19, 2026. It is the sole responsibility of the proposer to see that their proposal is submitted in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the proposer unopened. Faxed, emailed, or proposals submitted in a format other than specified will be rejected. Copies of the bid proposal and related information must be submitted in a sealed envelope or box clearly marked as stated below:

City of Alhambra – City Clerk “Occupational Health Services” (RFP2M25-3)
111 S. First Street
Alhambra, CA 91801

B. Contents of Proposal

The purpose of the Proposal is to demonstrate the qualifications, competence and capacity of the proposer seeking to provide the requested service to the City. The Proposal should demonstrate the qualifications of the firm and of the staff to be assigned to the City.

The Proposal should address all points outlined in the request for proposals. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer’s capabilities to satisfy the requirements of this request for proposals. While additional data may be presented, the following subjects must be included. They represent the criteria against which the proposal will be evaluated.

Proposals should be organized in a bookmarked PDF document that includes the following sections and content:

Section	Description
Executive Summary	A letter of introduction signed by an authorized representative of the Firm that provides an executive summary of the Firm's experience relevant to the scope of work described in this RFP.
Table of Contents	To help identify the materials submitted by section and page number. Cross-referencing to section and page number in the RFP would be helpful.
Statement of Understanding	Signed Transmittal Letter briefly stating the proposer's understanding of the services to be provided; a statement why the proposer believes itself to be best qualified to perform the services and a statement that the proposal is a firm and irrevocable offer, and the letter is signed by the person(s) authorized to represent the proposer.
Firm Profile	General overview of proposer, corporate structure, firm history, name and title of primary contact, and identification of the primary office or branch that will serve the City.
Experience	Describe the firm's direct experience in servicing public sector clients and the capability to achieve the objectives of this program with reference to prior experience, ability to meet specified timelines, available resources, and the qualifications of the team. Please include copies of your business license and certifications.
References	Please include at least three references, including individual contact name, name of organization, address, and phone from other municipalities or government agencies where similar services were provided.
Work Plan	Provide a detailed description of how your organization intends to provide the services outlined in this RFP. The descriptions should be formatted to enable the City to evaluate the Proposer's capability to effectively coordinate and manage medical services review. Consultant is free to comment on any other medical services review-related activities or initiatives your organization would recommend and assist in implementing.
Reporting	Describe the frequency and format of reports you would provide to City staff. Please attach sample reports.
Scope of Work	Narrative proposal on the scope of work as identified above.

Contract Performance	Indicate if at any time during the past five years Proposer has had a contract terminated for convenience, non-performance, or any other reason, or has entered into legal action with a customer. Describe the situation(s) including name and address of contracting party and circumstances.
Schedule of Charges/Costs	A breakdown of the firm's rates, fees, and charges for each service must be provided.

Proposals shall include not only costs/schedule of charges for each type of service provided but also proposed costs for the following types of tests and physicals that are categorized by the following classes or groups of employees:

SWORN SAFETY (Fire and Police) – Comprehensive physical examinations for candidates for employment in the sworn safety classifications. These examinations include:

- Clinical Evaluation
- Vision Exam
- Audiogram/Hearing Exam
- Urine Drug Screen
- TB Test
- Panel of Laboratory Tests (includes Blood Count, Metabolic Panel, Lipid Panel, Urinalysis and Hepatitis B Antibody)
- Chest X-ray
- Lumbar Spine X-ray
- Lift Test
- Cardiovascular Stress Test performed by Board Certified Cardiologist
- Pulmonary Function Test

FIELD PERSONNEL – Comprehensive physical examinations for field services candidates. These examinations include:

- Clinical Evaluation
- Vision Exam
- Audiogram/Hearing Exam
- Urine Drug Screen
- TB Test
- Panel of Laboratory Tests (includes Blood Count, Metabolic Panel and Hepatitis B Antibody)
- Lift Test

ADMINISTRATIVE AND PART-TIME PERSONNEL – Basic physical examinations for general office clerical and administrative full-time and part-time candidates. These examinations include:

- Clinical Evaluation
- Vision Exam

- Audiogram/Hearing Exam
- Urine Drug Screen
- TB Risk Assessment
- Lift Test

DEPARTMENT OF TRANSPORTATION (DOT) DRUG TESTING – Urine sample be collected and tested in accordance with DOT regulations and City Policy for employees who have a commercial drivers' license.

DEPARTMENT OF MOTOR VEHICLES (DMV) EXAMINATIONS – Testing in accordance with DMV regulations for employees who have a commercial drivers' license.

C. Business License

The successful proposer will be required to obtain a City of Alhambra business license and will be solely responsible for all costs associated with such licenses. Please contact the City's Business License Division for further information at (626) 570-5020.

D. Insurance Requirements

Before performing services, the selected medical services provider will provide evidence of the following insurance coverages and maintain current coverage during the entire term of the agreement:

1. Comprehensive general liability insurance in the amount of \$1 million per occurrence/\$2 million aggregate.
2. Automobile Liability in the amount of \$1 million per occurrence for bodily injury and property damage.
3. Employer's Liability in the amount of \$1 million per occurrence.
4. Professional Liability (Errors and Omissions) in the amount of \$1 million per claim and aggregate.
5. Worker's Compensation Insurance for all employees of the medical services provider, and the employees of any subcontractor who directly or indirectly provides services to the City of Alhambra under the Professional Services Agreement.
6. Comprehensive malpractice insurance with a minimum of \$3,000,000 combined single limit occurrence including indemnification of the Alhambra in the event the City is required to defend itself in litigation ensuing from the provider's rendering of services pursuant to the agreement.
7. During the term of the Agreement, the Contractor shall purchase and provide a copy of the certificate of insurance and maintain insurance coverage that is acceptable to the City. Endorsements of insurance will be required, naming the City of Alhambra as an additional insured on all policies; and providing the City with a 30-day written notice of cancellation,

material change, or non-renewal.

E. Review of Proposals

A Selection Committee composed of City staff will evaluate proposals submitted.

F. Evaluation Criteria

Proposals will be evaluated using the following set criteria. Firms meeting the mandatory criteria will have their proposals evaluated. Only those firms meeting minimum technical qualifications will be evaluated for price. Staff will screen and select a smaller group of finalists for an in-depth oral interview. The following represent the principal selection criteria, which will be considered during the evaluation process. The criteria list is not necessarily an all-inclusive list and the order in which each criterium appears is not intended to indicate relative importance.

Submitted proposals will be evaluated on the following criteria:

- Quality, clarity, and responsiveness of proposal based on RFP
- Ability to meet the needs of the City
- Experience, training, and credentials
- Past experience and performance
- Recent references from comparable clients
- Demonstrated ability to work in a collaborative manner with clients
- Anticipated value and price
- Perceived risk or lack thereof

The City reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the City and, if held, shall be after the Detailed Review of proposals is complete. If clarifications are made because of such discussions, the Proposer shall put such clarifications in writing.

G. Interview/Presentation

During the evaluation process, the Selection Committee may, at its discretion, request any one or all firms to participate in an interview and/or make a presentation. Such interview/presentation will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all firms may be asked to make such presentations.

H. Selection

The Selection Committee will make a recommendation to the City Manager who will then submit to City Council for final approval. The successful proposer shall provide all documents required by the

agreement (including insurance certificates) in order to fully execute the contract.

I. Right to Reject Proposals

Submission of proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

The City reserves the right without prejudice to reject any or all proposals. Furthermore, the City reserves the right to reject the proposal of any proposer who previously failed to perform properly, or complete on time, agreements of a similar nature, or to reject the proposal of a proposer who is not in a position to perform such an agreement satisfactorily.

The City also 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 advertise for new proposals, as best serves the interest of the City.

Finally, the City reserves the right to make such investigations as it deems necessary to determine the ability of the proposer to perform the work and the proposer 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 proposer, fails to satisfy the City that such proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

V. PROFESSIONAL SERVICES AGREEMENT

The firm selected by the City Council to provide the services outlined in this RFP will be required to execute a Professional Services Agreement with the City. A draft of the general form of the Professional Services Agreement is attached hereto as Attachment A to give proposers an opportunity to review the terms and conditions that will be included in the final contractual agreement.

If a proposer desires any additions, deletions or modifications to the form of Agreement, they must be submitted with the proposal. Except for any such additions, deletions, and modifications, the proposer will, by making a proposal, be deemed to have accepted the form of Agreement attached. No requests for modifications will be accepted unless such requests were submitted with the proposal.

Proposers are directed to review the Indemnification and Insurance Requirements as set forth in Section 20 and 21 of the draft Professional Services Agreement (Attachment A).

ATTACHMENT A

DRAFT PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR MEDICAL PROFESSIONAL SERVICES

Contract No. _____

This **AGREEMENT FOR MEDICAL PROFESSIONAL SERVICES (“AGREEMENT”)** is made and entered into effective as of the _____ day of _____, 20____, by and between the CITY OF ALHAMBRA, a charter law city, located at 111 South First Street, Alhambra, CA 91801, (“CITY”) and _____ [inset corporation, LLC, partnership etc.], located at _____ (“CONSULTANT”).

W I T N E S S E T H:

For and in consideration of the promises and of the mutual covenants and agreements herein contained, said parties hereby agree as follows:

1. RECITALS. This AGREEMENT is made and entered into with respect to the following facts:

- A. CITY requires professional occupational health and medical evaluation services (“SERVICES”); and
- B. CONSULTANT is qualified to provide these certain services to the CITY necessary for said SERVICES; and, therefore, the City has elected to engage the services of CONSULTANT upon the terms and conditions hereinafter set forth.

2. SCOPE OF SERVICES.

- A. CONSULTANT shall furnish to the CITY all labor, materials, tools, equipment, services, and incidental customary work necessary to fully and adequately perform those services described in Exhibit A, which is hereby incorporated by reference. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT.
- B. Performance of the SERVICES specified herein is made an obligation of CONSULTANT under this AGREEMENT, subject to any changes made subsequently upon the mutual written agreement of the parties.
- C. The scope of services to be performed by CONSULTANT under this AGREEMENT shall include, but not be limited to, those services specified in Paragraph 2A hereof.

- D. If there is a conflict between any of the provisions of the AGREEMENT and Exhibit A, this AGREEMENT shall have priority in the interpretation of the Parties rights and obligations under this AGREEMENT.

3. PERFORMANCE STANDARDS. While performing this AGREEMENT CONSULTANT will use the appropriate generally accepted professional standards of practice existing at the time of performance utilized by persons engaged in providing similar services. CONSULTANT shall cooperate with CITY if CITY opts to monitor CONSULTANT's services. CITY will notify CONSULTANT of any deficiencies and CONSULTANT will have fifteen (15) days after such notification to cure any shortcomings to CITY's satisfaction. Costs associated with curing the deficiencies will be borne by CONSULTANT.

4. FAMILIARITY WITH WORK.

- A. By executing this AGREEMENT, CONSULTANT agrees that, to the best of CONSULTANT's knowledge and belief, CONSULTANT has
- (i) Carefully investigated and considered the scope of services to be performed;
 - (ii) Carefully considered how the services should be performed; and
 - (iii) Understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- B. If services involve work upon any site, CONSULTANT agrees that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, before commencing the services hereunder. Should CONSULTANT discover any latent or unknown conditions that may materially affect the performance of the services, CONSULTANT will immediately inform CITY of such fact and will not proceed except at CONSULTANT's own risk until written instructions are received from CITY.

5. CITY SUPERVISION. The Director of the Department of Human Resources and Risk Management of CITY, or the Director's designee, shall have the right of general supervision of all work performed by CONSULTANT and shall be the CITY's agent with respect to obtaining CONSULTANT's compliance hereunder. No payment for any services rendered under this AGREEMENT shall be made without the prior approval of the Director of Human Resources and Risk Management or the Director's designee.

6. FEE. Compensation to CONSULTANT for the total services to be rendered pursuant to this AGREEMENT shall be in an amount not to exceed \$_____.

7. EXTRA SERVICES. Notwithstanding any other provision herein, no extra services shall be rendered by CONSULTANT under this AGREEMENT unless such extra services

first shall have been authorized in writing by the CITY. Any such services so authorized shall be paid by the CITY at rates approved of by the CITY. Notwithstanding any written or oral communication to the contrary, unless the City Manager gains the legal authority to authorize contracts in excess of \$75,000, no extra services may be authorized unless the fee and the extra services total less than \$75,000.

8. PAYMENT BY CITY.

- A. Compensation. Subject to any limitations provided in the Contract Documents, CITY agrees to pay CONSULTANT as full consideration for the faithful performance of all of the Work the total amount of not to exceed _____ Dollars (\$_____.00) (“Compensation”).
- B. Monthly Invoice. CONSULTANT must furnish CITY with an invoice for the Work performed in accordance with the Contract Documents. CONSULTANT may not submit invoices more often than once every 30 days.
- C. City Review of Invoices. CITY will review each invoice and determine whether the Work performed is in accordance with the Contract Documents. The Director may require CONSULTANT to provide a release of all undisputed Contract amounts contained in the invoice.
- D. Disputes on Invoices. If CITY disputes any item on an invoice, CITY will give CONSULTANT notice stating the reasons for the dispute. The Parties will meet and confer in good faith to attempt to resolve the dispute.
- E. 30 Days to Pay Invoice. Except as to any charges for the Work performed that the CITY disputes, CITY will cause CONSULTANT to be paid within 30 days of the date of the invoice or the date that CONSULTANT furnishes CITY with a release of all undisputed Contract amounts, whichever occurs later.
- F. Partial Invoices. In the event there is any claim specifically excluded by CONSULTANT from the operation of any release, CITY may retain an amount not to exceed the amount of the excluded claim.
- G. No Additional Compensation. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the contract documents, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

9. TERM. The term of this AGREEMENT shall expire on December 31, 2031, unless sooner terminated as provided in Section 12 herein, and is eligible for renewal for additional terms. The CITY may extend said time of completion for delays caused by circumstances beyond the control of either party to this AGREEMENT. Should the consulting contract extend beyond the estimated time for completion of said services, CITY hereby reserves the right to continue CONSULTANT's services hereunder with any and all fees for such additional services to be compensated by the CITY at rates approved by the CITY.

10. DISPUTES AND REMEDIES.

- A. Claims, disputes, and other matters in question between the Parties arising out of or relating to this AGREEMENT or the breach thereof, must be resolved by the following procedure:
 - (i) CITY and CONSULTANT will exercise their best efforts to resolve disputes through the development of a consensus. A meeting may be requested by CITY or CONSULTANT at any time for the purpose of resolving a dispute. A determination by CITY'S Director of the Department of Human Resources and Risk Management will be made within two (2) weeks after a meeting to resolve the dispute;
 - (ii) If unresolved within thirty (30) days, then City Manager, or his or her designee, will make a final determination;
 - (iii) Following the City Manager's final determination, the Parties may submit any unresolved matters to non-binding mediation. The parties may, but are not required to be, represented by counsel in mediation;
 - (iv) If the Parties do not agree to mediation, or if mediation does not resolve the Parties' dispute, the matter may be pursued in Los Angeles County Superior Court, or the United States District Court, Central District of California, if federal jurisdiction exists.
- B. The Parties' rights and remedies under this Agreement are in addition to any other rights and remedies provided by law.

11. TERMINATION OF AGREEMENT. The CITY may terminate this AGREEMENT upon giving a ten (10) day advance written notice of such termination to CONSULTANT. In that event, the City Manager, or his or her designee, based upon work accomplished by CONSULTANT prior to notice of such termination, shall determine the amount of fees to be paid to CONSULTANT for such services based upon accepted accounting practices. This finding by the City Manager, or his or her designee, shall be final and conclusive as to the amount of such fee.

12. INDEPENDENT CONTRACTOR. CONSULTANT shall act as an independent contractor in the performance of the services provided for in this AGREEMENT and shall furnish such services in CONSULTANT's own manner and method and in no respect shall CONSULTANT be considered an agent or employee of the CITY.

13. OWNERSHIP OF DOCUMENTS. All financial documents, data, studies, and reports prepared by CONSULTANT under this AGREEMENT are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this AGREEMENT, or use of incomplete work product, is at CITY's own risk. CITY will indemnify and hold CONSULTANT harmless for any use of the work product other than as contemplated by this AGREEMENT.

14. SECURITY AND PRIVACY RULES.

- A. This Agreement is executed pursuant to the requirements of the Security Regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 (Security Rule) found at 45. C.F.R. Part 164.
- B. CONSULTANT agrees to assume the following obligations regarding electronic Protected Health Information (e-PHI):
 - (i) CONSULTANT agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of e-PHI that it creates, receives, maintains or transmits on behalf of the CITY, if any.
 - (ii) CONSULTANT will ensure that any agent, including a subcontractor, to whom it provides e-PHI that was created, received, maintained, or transmitted on behalf of the CITY agrees to implement reasonable and appropriate safeguards to protect the confidentiality, security and integrity of e-PHI.
 - (iii) CONSULTANT agrees to alert the CITY, through the Director of Human Resources and Risk Management, of any security incident (as defined by HIPAA Security Rule) of which it becomes aware and the steps it has taken to mitigate any potential security compromise that may have occurred and to provide a report to the Director of Human Resources and Risk Management of any loss of data or other information system compromise as a result of the incident.
 - (iv) CONSULTANT authorizes termination of this Agreement if CITY reasonably determines that CONSULTANT has violated a material term of this Agreement.

- C. CONSULTANT must comply with privacy regulations pursuant to Title 1 of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), for the protection and confidential handling of patients and their records. This pertains to all forms of Patient Health Information, including paper, oral, and electronic, etc. Furthermore, only the minimum health information necessary to conduct business is to be used or shared. In addition:
- (i) CONSULTANT agrees to notify the CITY, via the Director of Human Resources and Risk Management, when a breach of PHI is discovered;
 - (ii) CONSULTANT agrees to the obligation that it must report any non-compliance of HIPAA by the Covered Entity;
 - (iii) CONSULTANT authorizes termination of the contractual relationship with the CITY if the CITY reasonably determines that the CONSULTANT has violated a material term of this Agreement.
 - (iv) CONSULTANT authorizes termination of the contractual relationship between CONSULTANT and the CITY, if the city reasonably determines that the CONSULTANT has violated a material term of the Agreement.

The services provided by CONSULTANT under this Agreement are also protected by California law including, without limitation, medical records of minors whose records are protected from disclosure by various provisions of California law (including, without limitation, Welfare and Institutions Code § 827). Accordingly, CONSULTANT agrees that it will use its best efforts to secure all patient records and prevent their disclosure to the extent provided applicable law.

15. PUBLICATION OF DOCUMENTS. Except as necessary for performance of service under this AGREEMENT, no copies, sketches, or graphs of materials, including graphic art work, prepared pursuant to this Agreement, will be released by CONSULTANT to any other person or CITY without CITY's prior written approval. All press releases, including graphic display information to be published in newspapers or magazines, will be approved and distributed solely by CITY, unless otherwise provided by written agreement between the parties.

16. PUBLIC RECORDS ACT. The parties acknowledge that CITY is a public entity subject to the Public Records Act (Government Code §§ 6250-6276.48) and that this Agreement, and documents ancillary to this Agreement, must generally be disclosed upon request. However, the Parties agree that patient records drafted pursuant to the terms of this Agreement are specifically excluded from disclosure under Government Code §§ 6254(c), 6254(k), and 6276.36. Accordingly, the Parties agree that such records will not be released except as otherwise provided by law.

17. NONASSIGNMENT. This AGREEMENT is not assignable either in whole or in part by CONSULTANT without the written consent of CITY.

18. TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a valid Taxpayer Identification Number.

19. PERMITS AND LICENSES. CONSULTANT, at its sole expense, will obtain and maintain during the term of this AGREEMENT, all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

20. INDEMNIFICATION.

A. CONSULTANT hereby agrees to the following:

- (i) Indemnification for Medical Professional Services. CONSULTANT will save harmless and indemnify CITY and, at CITY's request, reimburse defense costs for CITY and all its officers, volunteers, employees and representatives from and against any and all suits, actions, or claims, of any character whatever, brought for, or on account of, any injuries, including death or damages sustained by any person or property resulting or arising from any negligent or wrongful act, error or omission by CONSULTANT or any of CONSULTANT's officers, agents, employees, volunteers or representatives, in the performance of this Agreement.
- (ii) Indemnification for other Damages. CONSULTANT indemnifies and holds CITY harmless from and against any claim, action, damages, costs (including, without limitation, attorney's fees), injuries, or liability, arising out of this Agreement, or its performance. Should CITY be named in any suit, or should any claim be brought against it by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and volunteers.

C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.

D. CITY does not, and shall not, waive any rights against CONSULTANT which it may have by reason of the aforesaid hold-harmless AGREEMENT because of the acceptance by CITY or the deposit with CITY by

CONSULTANT, of any of the insurance policies hereinafter described in this AGREEMENT.

- E. The aforesaid hold-harmless AGREEMENT by CONSULTANT shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONSULTANT, or any subcontractor of CONSULTANT, regardless of whether such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.
- F. The provisions of this section do not apply to Claims occurring as a result of the CITY's sole negligence or willful acts or omissions.

- 21. INSURANCE.** CONSULTANT shall not commence work under this contract until CONSULTANT shall have obtained and shall maintain for the entire term of the AGREEMENT all insurance required by this AGREEMENT and such insurance shall have been approved by CITY as to form, amount and carrier, nor shall CONSULTANT allow any subcontractor of CONSULTANT to commence work on any subcontract until all similar insurance required of the subcontractor of CONSULTANT shall have been so obtained and approved. Any delays caused by CONTRACTOR's or its subcontractors' failure to procure or maintain required insurance are inexcusable and shall not be a basis for extending the time for completion, and the CITY shall not be liable for reimbursing CONTRACTOR for costs due to such delay.

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

- A. WORKERS' COMPENSATION INSURANCE. CONSULTANT shall take out and maintain, during the life of this contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of CONSULTANT'S employees employed to perform the SERVICES as described section 2 of the AGREEMENT; and, if any work is sublet, CONSULTANT shall require the subcontractor of CONSULTANT similarly to provide Workers' Compensation Insurance and Employers' Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the latter's employees, unless such employees are covered by the protection afforded by CONSULTANT. If any class of employees engaged in work under this AGREEMENT is not protected under any Workers' Compensation law, CONSULTANT shall provide and shall cause each subcontractor of CONSULTANT to provide adequate insurance for the protection of employees not otherwise protected. CONSULTANT shall indemnify CITY for any damage resulting to it from failure of either CONSULTANT or any subcontractor of CONSULTANT to take out or maintain such insurance.

- (i) Workers Compensation Insurance in the amount of not less than Statutory Limits set by the State of California.
- (ii) Employer's Liability Insurance in the amount of not less than ONE MILLION DOLLAR (\$1,000,000) per occurrence.

B. COMMERCIAL GENERAL LIABILITY, PROFESSIONAL LIABILITY, AND AUTOMOBILE LIABILITY INSURANCE.

- (i) Commercial General Liability Insurance. CONSULTANT shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- (ii) Professional Liability (Errors & Omissions) Insurance. CONSULTANT shall maintain professional liability insurance that covers the Services to be performed in connection with this agreement, in the minimum of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and CONSULTANT agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.
- (iii) Automobile Liability Insurance. CONSULTANT shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the CONSULTANT arising out of or in connection with work to be performed under this agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.
- (iv) Medical Malpractice Insurance. CONSULTANT shall maintain medical malpractice insurance in the minimum of \$3,000,000 combined single limit occurrence including indemnification of CITY in the event that the CITY is required to defend itself in litigation ensuing from CONSULTANT's rendering of services.

C. PROOF OF INSURANCE. CONSULTANT shall provide certificates of insurance and required endorsements to CITY as evidence of insurance coverage required herein. Insurance certificates and endorsements must

be approved by CITY prior to the commencement of work. Current certification of insurance shall be kept on file with CITY for the contract period and any additional length of time required thereafter. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

- D. NOTICE TO COMMENCE WORK. The CITY will not issue any notice authorizing CONSULTANT or any subcontractor to commence work under this AGREEMENT until CONSULTANT has provided to the CITY Clerk the proof of insurance as required.
- E. DURATION OF COVERAGE. CONSULTANT shall procure and maintain for the contract period, and any additional length of time required thereafter, insurance against claims for injuries to persons or damages to property, or financial loss which may arise from or in connection with the performance of work hereunder by CONSULTANT, their agents, representatives, employees, or subconsultants.
- F. PRIMARY/NONCONTRIBUTING. Coverage provided by CONSULTANT shall be primary and an insurance or self-insurance procured or maintained by CITY shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on primary and non-contributory basis for the benefit of CITY before the CITY's own insurance or self-insurance shall be called upon to protect it as named insured.
- G. AGENCY'S RIGHTS OF ENFORCEMENT. In the event any policy of insurance required under this agreement does not comply with these specifications or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary, and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT'S payments. In the alternative, CITY may cancel this agreement.
- H. ACCEPTABLE INSURERS. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholder's Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the Director of Human Resources & Risk Management.
- I. WAIVER OF SUBROGATION. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive

subrogation against CITY, its elected or appointed officers, agents, officials, employees, representatives and volunteers or shall specifically allow CONSULTANT or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants.

- J. ENFORCEMENT OF CONTRACT PROVISIONS (NON ESTOPPEL). CONSULTANT acknowledges and agrees that any actual or alleged failure on part of the CITY to inform CONSULTANT of non-compliance with any requirement imposes no additional obligations on the CITY nor does it waive any rights hereunder.
- K. REQUIREMENTS NOT LIMITING. Requirements of specific coverage features or limits contained in this section are not intended as limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the CONSULTANT maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.
- L. NOTICE OF CANCELLATION. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide the CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage. If any of the CONSULTANT'S insurers are unwilling to provide such notice, then CONSULTANT shall have the responsibility of notifying the CITY immediately in the event of CONSULTANT'S failure to renew any of the required insurance coverages, or insurer's cancellation or nonrenewal.
- M. ADDITIONAL INSURED STATUS. General Liability, Automobile Liability, and umbrella/excess liability insurance policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, agents, representatives, and volunteers shall be additional insureds under such policies.
- N. PROHIBITION OF UNDISCLOSED COVERAGE LIMITATIONS. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to CITY and approved of in writing.

- O. SEPARATION OF INSURED. A severability of interests provision must apply for all additional insureds ensuring that CONSULTANT'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- P. PASS THROUGH CLAUSE. CONSULTANT agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by CONSULTANT (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of CONSULTANT. CONSULTANT agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. However, in the event CONSULTANT'S subcontractor cannot comply with this requirement, which proof must be submitted to the CITY, CONSULTANT shall be required to ensure that its subcontractor provide and maintain insurance coverage and endorsements sufficient to the specific risk of exposure involved with subcontractor's scope of work and services, with limits less than required of the CONSULTANT, but in all other terms consistent with the CONSULTANT's requirements under this agreement. This provision does not relieve the CONSULTANT of its contractual obligations under the agreement and/or limit its liability to the amount of insurance coverage provided by its subcontractors. This provision is intended to solely provide CONSULTANT with the ability to utilize a subcontractor who may be otherwise qualified to perform the work or services but may not carry the same insurance limits as required of the CONSULTANT under this agreement given the limited scope of work or services provided by the subcontractor. CONSULTANT agrees that upon request, all agreements with subcontractors, and others engaged in this project, will be submitted to CITY for review.
- Q. AGENCY'S RIGHT TO REVISE SPECIFICATIONS. The CITY reserves the right to at any time during the term of the contract to change the amounts and types of insurance required by giving the CONSULTANT ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the CONSULTANT, the CITY and CONSULTANT may renegotiate the CONSULTANT'S compensation.
- R. SELF-INSURED RETENTIONS. Any self-insured retentions must be declared to and approved by CITY. CITY reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible, or require proof of ability to pay losses and related investigations, claim administrative, and defense expenses within the retention through confirmation from the underwriter.

- S. **TIMELY NOTICE OF CLAIMS.** CONSULTANT shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONSULTANT'S performance under this agreement, and that involve or may involve coverage under any of the required liability policies.
- T. **ADDITIONAL INSURANCE.** CONSULTANT shall also procure and maintain, at this own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

22. NON-DISCRIMINATION. CONSULTANT shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation in the performance of this AGREEMENT and shall comply with the provisions of the California Fair Employment and Housing Act as set forth in Part 2.8 of Division 3, Title 2 of the California Government Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations issued pursuant to such acts and order.

23. UNAUTHORIZED ALIENS. CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 USCA 1101, *et seq.*), as amended; and, in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should the Federal Government impose sanctions against the CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to, and shall, reimburse CITY for the cost of all such sanctions imposed, together with any and all costs, including attorney's fees, incurred by the CITY in connection therewith.

24. CONFLICT OF INTEREST. CONSULTANT will comply with all conflict of interest laws and regulations including, without limitation, CITY's conflict of interest regulations.

25. WAIVER. Waiver by any party hereto of any term, condition, or covenant of this AGREEMENT shall not constitute the waiver of any other term, condition or covenant hereof.

26. ATTORNEY'S FEES. If litigation is reasonably required to enforce or interpret the provisions of this AGREEMENT, the prevailing party in such litigation shall be entitled to an award of reasonable attorney's fees, in addition to any other relief to which it may be entitled.

27. BINDING EFFECT. This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

28. PROVISIONS, CUMULATIVE. The provisions of this AGREEMENT are cumulative and in addition to and not in limitation of any rights or remedies available to CITY.

29. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this AGREEMENT have been negotiated and discussed between the parties and their attorneys, and this AGREEMENT reflects their mutual AGREEMENT regarding the same. Because of the nature of such negotiations and discussions it would be inappropriate to deem any party to be the drafter of this AGREEMENT; and, therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this AGREEMENT.

30. ASSISTANCE OF COUNSEL. Each party to this AGREEMENT warrants to each other party as follows:

- A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this AGREEMENT, and all related documents; and,
- B. That each party has lawfully authorized the execution of this AGREEMENT.

31. MODIFICATION. This AGREEMENT shall not be modified except by written agreement of the parties.

32. GOVERNING LAW. This AGREEMENT shall be interpreted and construed according to the laws of the State of California.

33. NOTICE. Whenever it shall be necessary for either party to serve notice on the other regarding this AGREEMENT, such notice may be furnished in writing by either party to the other and shall be served by personal service as required in judicial proceedings or by certified mail, postage prepaid, return receipt requested, addressed to the parties as follows:

CITY: Mariam Ko
Director of Human Resources & Risk Management
City of Alhambra
111 South First Street
Alhambra, CA 91801

CONSULTANT: _____

Tel: _____
Fax: _____

Notice will be deemed effective on the date personally delivered or transmitted by facsimile. If the notice is mailed, notice will be deemed given three days after deposit of the same in the custody of the United States Postal Service, postage prepaid, for first class delivery, or upon delivery if using a major courier service with tracking capabilities. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

34. FORCE MAJEURE. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include, but not be limited to, acts of God, fire, flood, earthquake, or other natural disaster, nuclear accident, explosion, war, terrorist attack, embargo, strike, lockout, riot, freight embargo, public regulated utility, or government statutes or regulations superimposed after the fact. Notwithstanding the foregoing, this provision shall only have effect if written notice of the force majeure event is given by the party claiming such excuse for delay within ten days of the commencement of such event.

35. ELECTRONIC TRANSMISSION OF AGREEMENT AND SIGNATURE. The Parties agree that this AGREEMENT may be signed and transmitted by electronic mail by either/any or both/all Parties, and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code section 16.5 and Civil Code section 1633.7.

36. RECORD AUDIT. In accordance with Government Code § 8546.7, records of both the CITY and the CONSULTANT shall be subject to examination and audit by the CITY for a period of three (3) years after final payment.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed on its effective date by their respective officers duly authorized on their behalf.

“CITY”

CITY OF ALHAMBRA, a Charter Law City

By _____
ADELE ANDRADE STADLER, Mayor

ATTEST:

Krystal Roman, City Clerk

APPROVED AS TO FORM:
Joseph Montes, City Attorney

By _____

“CONSULTANT”

FULL NAME OF CONSULTANT

TAXPAYER ID # _____

By _____
Print Name: _____
Title: _____

By _____
Print Name: _____
Title: _____

Exhibit A
Scope of Work