



Request for Proposals

# Glendale Tech Startup Growth Programs

Release Date: May 15, 2024

Submission Deadline: June 28, 2024, 5:00pm PST

The City of Glendale (“City”) invites qualified respondents to submit a proposal for the operation and program management of a tech startup accelerator, incubator, startup studio, or similar tech-Startup Growth Program (“Growth Program”) located in Glendale, California. Proposals must be submitted in accordance with all requirements of the Request for Proposal (RFP). Any questions regarding this request for proposal should be directed to:

**Soua Vang**

Deputy Director of Community Development – Economic Development

Glendale Economic Development Division

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

- A. From the date the report to City Council recommending the issuance of this RFP is published until the date on which the City awards a contract, if any, a Proposer must not directly or indirectly give, furnish, donate, or promise any money, compensation, gift, gratuity, or anything of value to the Glendale City Council or any City employee for the purpose of, or which has the effect of:
1. Securing or establishing an advantage over other Proposers;
  2. Securing or recommending the selection of the Proposer's Proposal; or
  3. Securing or recommending a Contract award to any Proposer.

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

- B. As more specifically set forth herein below under "Submission Deadline and Requirements," the deadline for receiving proposals in response to this **RFP is 5:00 pm on June 28, 2024**. At all times following this deadline, and continuing until the City awards a contract, if any contract is awarded (the "Review Period"), all Proposers and their surrogates are prohibited from communicating in any manner with any Glendale City Council member and City employee involved in the RFP process unless expressly authorized by this RFP. This prohibition means that Glendale City Council members and City employees involved in the RFP process will not hold any meetings, conferences, or discussions via email, telephone, in-face, any form of social media or otherwise, with any Proposer during the Review Period. Provided, however, proposers and their representatives are not prohibited from making oral statements or presentations in public to one or more representatives of the City during a public meeting, and proposers may write to the City Council as a whole after City staff written recommendations are published in anticipation of a public meeting.

## INTRODUCTION

The City of Glendale ("City") is committed to supporting and growing business enterprises that improve the City's economy. Since the adoption of the Glendale Tech Strategy ("Tech Strategy") in January 2017, the City has implemented and facilitated a variety of efforts focused on the local startup and innovation ecosystem.

In 2019, the City received a \$1 million grant from the State of California Governor's Office of Business and Economic Development (GO-Biz) to launch and support a startup accelerator. In 2024, the City received a second \$1 million grant from the State of California Governor's Office of Business and Economic Development (GO-Biz) to continue supporting the development of tech-focused initiatives within the City of Glendale. The grant will support the creation or expansion of tech startup studios, incubators, and/or business accelerator programs ("Growth Program") within the City of Glendale. The Glendale Economic Development Division ("Economic Development") will oversee the utilization of funds and program milestones, as well as be responsible for selecting two Growth Program Operators ("Operators") per City Council approval. Leading up to this solicitation, Economic Development engaged the local startup community to gather feedback regarding the needs of local entrepreneurs, overall ecosystem needs, and potential best uses for the grant funding.

The City seeks proposals from highly qualified respondents to operate and manage a Growth Program to further support and grow the local startup ecosystem. This Request for Proposal (RFP) outlines the goals and objectives of the desired Growth Program and information respondents are required to submit to be considered as an Operator. The City of Glendale is seeking two qualified operators to develop, implement, and operate a tech-startup studio, incubator, and/or business accelerator (or meaningfully expand the function and/or capacity of an existing Growth Program) with the following goals in mind:

- Attract high growth startups to Glendale and retain them once they successfully complete the program;
- Contribute to a tech community that creates, attracts and retains a diversity of tech jobs and tech talent in Glendale and the Tri-City region;
- Support entrepreneurs' ability to create and scale by connecting them with local resources including, but not limited to, funding groups and mentorship;
- Elevate the profile of Glendale as a hub for innovation and a vital part of Southern California's tech scene; and,
- Contribute to the innovation in leading industries in Glendale and surrounding communities, including, but not limited to, art and entertainment, healthcare, financial services and government.

## DISTRIBUTION OF FUNDS

The City intends to distribute the \$1 million in funds between two qualified Operators over a three (3) year contracting period, with \$500,000 going to each selected Operator. If the City feels that there is one single Operator whose proposal merits the allocation of the full amount (\$1 million), the City reserves the right to award both halves to one single Operator. This decision will be made by the review committee and approved by the City Council.

The City will conduct periodic reviews of established benchmarks and metrics (to be agreed upon in the final contract) to ensure that the Operator is meeting the terms of the agreement. If the City feels that benchmarks are not being met and there is no good-faith effort on behalf of the Operator to address the cities concerns and remain in compliance with the contract, the City reserves the right to suspend additional funding until contract terms are met.

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## BACKGROUND

In the past decades, the City of Glendale's Economic Development Division ("Economic Development") has focused its efforts on creating a vibrant Downtown district, including attracting businesses to fill downtown office vacancies. As a result, Downtown Glendale is flourishing with a variety of shopping, dining, business, and residential options. The success of the City's efforts motivated the City Council to seek a plan that would bring forth additional success in Glendale, this time in the technology sector. On February 23, 2016, the City Council engaged Estolano Advisors to develop a roadmap for Glendale's tech sector.

The Glendale Tech Strategy ("Tech Strategy") report, published in 2017, revealed the diversity of Glendale's tech economy and a highly-educated workforce.<sup>1</sup> The report offered strategies to support

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<sup>1</sup> City of Glendale. (2017). *Glendale Tech Strategy*. <https://www.glendaleca.gov/home/showdocument?id=35855>

and enhance the variety of industry subsectors, including calling for the creation of high-quality spaces where the tech industry to grow and thrive in Glendale. Creating a physical environment that attracts and promotes innovation requires a focus on providing high-quality and diverse real estate product for startup companies of all sizes. Downtown Glendale is becoming the hub for emerging and established companies, including Age of Learning, Service Titan, Evite, Beyond Limits AI and more, with the broader city of Glendale hosting established tech leaders such as Disney and DreamWorks. High-end coworking spaces including Regus, Industrious, and WeWork have opened locations in Glendale, allowing opportunities for remote-work hubs and expanding options for the tech workforce in the area. The City also offers flexible, industrial options in West Glendale for companies in need of space for prototyping, manufacturing, or assembly.

With the initial grant from the GO-Biz, the City of Glendale was able to support the launch of two tech-focused accelerator programs (Hero House and KidsX), successfully elevating the brand and reputation of the City, bringing new companies and tech workers to the City, and increasing opportunities for tech startups globally. Accelerators, such as these, and other Growth Programs have been shown to create positive impact beyond the participating individual companies by uplifting regional entrepreneurial ecosystems.

Launching or expanding additional tech startup Growth Programs in the City would assist in expanding the tech ecosystem, ensure a continued vibrancy within the local business community, amplify the City's contribution to SoCal's reputation as a Tech-Hub, and highlight the City as an attractive home for tech companies and talent.

## UNDERSTANDING THE LOCAL TECH ECONOMY

The Greater Los Angeles region continues to stand as a major player in the national and international tech ecosystem, ranking 4<sup>th</sup> in the US in terms of total tech talent and 2<sup>nd</sup> in the US for new the total number of newly graduated tech talent entering the labor pool.<sup>2</sup> The Greater Los Angeles region is also home to an active funding environment, despite an industry wide cooling on investment activity. In the past 5 years, Los Angeles ranked 5<sup>th</sup> amongst metro areas where AI was backed by VC funding.<sup>3</sup>

### Tri-City Region

The Tri-City region (made up of Burbank, Glendale, and Pasadena) has experienced a recent surge in high-tech companies, startups, and funding groups. Real Estate companies, such as Colliers, CBRE, and Madison Partners have all identified the tech, media, and entertainment industries as the main industries driving this growth. Additional contributors include top-tier research institutions such as CalTech and JPL.<sup>4</sup> A strong workforce pipeline from local colleges and universities also exists in the area. Tri-City institutions such as Glendale Community College, Caltech, Pasadena City College, Art Center School of Design, and others, and regional top-tier universities such as UCLA, USC, and the Pomona Colleges all contribute to a highly educated, large tech talent pool.

### Upstart Valley

In 2023, Glendale joined with the city of Burbank and other local and state partners to launch a collaborative initiative that promotes their collective position as a regional technology powerhouse. Formally branded as Upstart Valley, this regional partnership seeks to support startups, entrepreneurs,

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<sup>2</sup> CBRE. (2023). *Scoring Tech Talent 2023*. <https://www.cbre.com/insights/books/scoring-tech-talent-2023>

<sup>3</sup> CBRE. (2023). *Tech 20: 2023*. <https://www.cbre.com/insights/reports/tech-30-2023>

<sup>4</sup> U.S. Census Bureau. (2019). *Educational Attainment: 2013-2017 American Community Survey 5-Year Estimates*.

and the tech industry at large. Upstart Valley is a hub of innovation and entrepreneurship where emerging startups can find information, resources, and programming opportunities to support and expand this ecosystem of innovation and entrepreneurialism.

**Glendale**

The “Jewel City” of Glendale boasts a thriving business ecosystem consisting of a vibrant downtown with a mix of shopping, dining, entertainment, hotels and housing, a bustling office park, and internationally recognized shopping destinations. Glendale is centrally located, with access to top universities, such as USC, UCLA, and Cal Tech and aerospace and defense researchers and contractors such as JPL, Lockheed Martin, SpaceX, and Raytheon. Glendale is close to the Hollywood Burbank airport and cultural centers such as LA’s sports arenas, concert venues, and food and nightlife scene all while maintaining a safe community feel. With a resident population of over 200,000, a daytime population of over 211,000, and a workforce consisting of 72% white collar employees, Glendale is home to over 1,146 high-tech companies ranging from startup to industry giants<sup>5, 6</sup>. In total, high-tech industries employ over 12,000 individuals, with the top 5 industries consisting of management of companies and enterprises; aerospace product and parts manufacturing; management, scientific, and technical consulting services; computer systems design and related services; semiconductor and other electronic component manufacturing<sup>7</sup> (see table 1).

**Table 1. Number of High-Tech Firms by Subsector, Glendale\***

<b>High-Tech Subsector</b>	<b># of Employees in Glendale</b>
Management of Companies and Enterprises	3,186
Aerospace Product and Parts Manufacturing	1,480
Management, Scientific, and Technical Consulting Services	1,430
Computer Systems Design and Related Services	1,376
Semiconductor and Other Electronic Component Manufacturing	1,329
Architectural, Engineering, and Related Services	1,042
Computing Infrastructure Providers, Data Processing, Web Hosting, and Related Services	246
Scientific Research and Development Services	238
Professional and Commercial Equipment and Supplies Merchant Wholesalers	208
Electric Power Generation, Transmission and Distribution	201

<sup>5</sup> ESRI

<sup>6</sup> Bureau of Labor Statistics, 2023

<sup>7</sup> JobsEQ – Total High-Tech within the city of Glendale, CA. <https://jobseq.eqsuite.com/>

Navigational, Measuring, Electromedical, and Control Instruments Manufacturing	200
Facilities Support Services	143
Pharmaceutical and Medicine Manufacturing	135
Web Search Portals, Libraries, Archives, and Other Information Services	126
Other	718
<b>Total</b>	<b>12,059</b>

*\*Industries were defined by NAICS code classifications that JobsEQ has categorized as “High-Tech” industries. Data was based on Q3 2023 data.*

Tech-related companies continue to grow in the City. Glendale is home to expanding firms such as Age of Learning, Service Titan, DISQO, Evite, Dot818, Beyond Limits, and others, as well as established firms such as the Walt Disney Company, DreamWorks, and LegalZoom. With updates to much of its office real estate, as well as the addition of coworking spaces and an additional Growth Program, the City has the opportunity to boost its presence as a leading technology ecosystem.

## CITY’S TECH STRATEGY EFFORTS

Since the adoption of the Tech Strategy in January 2017, the City has implemented and facilitated a variety of efforts focused on the local technology sector. The City seeks an Operator that can build off the momentum of previous successes based on Tech Strategy efforts:

- The creation of the Glendale Relationship Initiation Team (GRIT) to engage Glendale’s top tech employers to further promote Glendale as a tech hub and business-friendly city;
- The success of Glendale Tech on Tap, a monthly meet-up event that features tech entrepreneurs in a casual environment. Tech on Tap has held more than 60 events so far;
- Hosting the 8<sup>th</sup> Glendale Tech Week, an annual community conference that highlights the ecosystem of innovation and technology across all sectors and age groups within the city of Glendale and the surrounding area;
- Operated the Glendale Tech Week PitchFest<sup>8</sup> where, since its inception, more than 250 companies have applied and participated in the 7 PitchFest events, over 50 startups have presented in real-time before a live audience and judging panel, and over \$500,000 of prizes have been awarded to the 1<sup>st</sup> place winners;
- Distributed \$1 million in grants to assist in the launch of two local startup accelerators, Hero House of Glendale and KidsX;
- Assisted in the retention and expansion of large tech companies such as Service Titan, Age of Learning, and Beyond Limits, while recruiting additional companies such as Evite;
- Attracted high-end co-working space operators such as Industrious and We Work; and,

<sup>8</sup> <https://glendalenewspress.outlooknewspapers.com/2023/09/26/local-startup-wins-tech-weeks-pitchfest-prize/>

- Received an additional \$1 million grant, secured by California State Senator Anthony Portantino, from the Governor’s Office of Go-Biz to develop additional Growth Programs.

## STARTUP GROWTH PROGRAM GOALS AND OBJECTIVES

The goals of the Growth Program include:

1. Showcase the local startup community and provide emerging companies with the tools and support they need to thrive in today’s market;
2. Promote Glendale and the region as an innovation hub;
3. Attract and retain a diverse pool of tech talent to Glendale and the broader area, and;
4. Drive local economic development through supporting entrepreneurs and potential high-growth startups that may generate revenue, create high-wage paying jobs, and create products/ideas that are solving meaningful problems.

The objectives of the qualified respondent will include the following:

1. Establish, launch, and operate a Startup Growth Program within Glendale;
2. Develop a marketing and recruitment plan for attracting companies;
3. Construct programming that would include, but is not limited to: business coaching, networking, mentoring, and investment opportunities;
4. Identify quantifiable metrics to gauge the Growth Program’s success (at least 1 metric must align with the City of Glendale’s Tech Strategy points listed in section C, number 4 of the Submission Requirements below);
5. Maximize the awarded grant funding over three (3) years and identify other funding sources and/or in-kind services for continued operation of the Growth Program beyond three years;
6. Market the Growth Program as a way to promote the region; and,
7. Absorb and/or work alongside City of Glendale programming efforts established to support the Glendale Tech ecosystem (e.g., Glendale Tech Week and Glendale Tech on Tap).

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## Submission Requirements

Respondents may include individuals, private companies, venture capital firms, incubator or accelerator program operators, non-profit organizations, industry groups, academic or research institutions, co-working spaces, etc. If more than one individual or entity collaborates on a submission, respondents must identify a primary entity and formal program partners.

The City encourages partnerships with local entities in order to ensure full program capacity and expertise, and to serve the needs of the Tri-City region and Los Angeles County startup ecosystem. The ideal respondent will demonstrate proven relationships with angel investors, venture capital (VC) firms, and other seed-stage investors that would be willing to meet with and potentially fund companies, as well as have access to a wide network of professionals in the tech industry who can serve as mentors to participating companies.

The City is open to creatively designed proposals; however, a complete and detailed proposal (see Sections A-F below) must, at a minimum, include the following:

### **A. Title Page and Cover Letter**



**1. Title Page**

Provide the RFP name, respondent company/name and contact information on the title page.

**2. Cover Letter**

Briefly summarize your Growth Program and your team. Describe what is unique about your team and proposed approach. State why the City should be interested in your team.

**B. Qualifications, Experience, and Past Performance**

**1. Primary Entity and Program Partner Information**

- i. Entity Name(s) – primary entity and program partners;
- ii. Contact information for primary entity including: name, title, address, phone number, email address;
- iii. Type of entity, year founded, and business registration (if applicable);
- iv. List of owners, partners, or members of primary entity;
- v. Summary of the respondent's organizational history and background; and,
- vi. Evidence of adequate financial capacity.

**2. Key Personnel**

- i. Identify all key personnel for this project, including their roles on the project and qualifications (both primary entity and program partners);
- ii. Indicate a Managing Director who will be the main point of contact and liaison with City staff; and,
- iii. Attach resumes for all key personnel describing education and relevant experience on similar projects (both primary entity and program partners).

**3. Relevant Experience**

Provide your experience in managing or implementing a startup growth program. Provide one (1) example of a multi-year program, or two (2) examples of relevant projects completed within the last three (3) years that demonstrate the respondent's experience as related to a growth program. For each example, include the following information:

- i. Name and location of the project or program
- ii. Ownership, financing/equity sources
- iii. Launch date
- iv. Current status of the program
- v. Physical space used for the program, e.g., square footage, amenities, etc.
- vi. Description of team members involved (indicate roles)
- vii. Project metrics for success, such as: number of participating companies; funding raised by companies; number of jobs created; unicorn companies; etc.

**4. References**

Include three (3) references for the projects listed in Section 3 and describe relevant experience. Each reference should include: Full name, title, organization, phone number, and email address.

## **5. Partnerships**

Describe demonstrated connections to or planned partnerships with the following (Note: if a Partnership does not exist, simply indicate by placing N/A):

- i. Established investment funds;
- ii. Existing accelerator operators;
- iii. Existing co-working spaces;
- iv. Local colleges and universities (Glendale Community College, Pasadena City College, Caltech, UCLA, USC, Cal State Northridge, etc.);
- v. Southern California companies. Please describe any relationships with Glendale-based companies, (e.g., Age of Learning, Beyond Limits, Disney, DreamWorks, Service Titan, etc.), startups, investment funds, non-profits, and other institutions.
- vi. Other partnership not described which could support the development and implementation of your proposed program.

## **C. Detailed Program Plan and Approach**

The respondent shall provide, in full detail, their program approach for the Growth Program in each of the following categories:

### **1. Targeted Participants**

Provide a description of any specific sectors, verticals, or targeted populations (local residents/companies, women, veterans, entrepreneurs of color, etc.) that the Growth Program will focus on and provide clear reasoning for this decision. Growth Programs with a focus and strong reasoning behind selecting this focus will be given preference, though generalists may apply.

### **2. Recruitment Process**

Provide a detailed approach of the recruitment process, including outreach strategies employed to identify and secure companies from a diverse selection pool. The proposer shall directly support a minimum of 10 companies per year, in addition indirectly supporting other startups through community efforts and interactions with companies as outlined in Section 4.

### **3. Proposed Curriculum Modules and/or Services**

Provide a detailed description of the proposed curriculum modules and/or services offered to companies and by whom (e.g., mentorship, talent acquisition, access to capital, business education, talent acquisition, etc.). Please describe how you will directly support at least 10 companies per year, and indirectly support other startups through community efforts and events such as hackathons, monthly meet-ups, participation in Glendale Tech Week, etc. Efforts to advance the Glendale Tech Strategy's goal of increasing the number of tech companies operating out of Glendale must be included in this section.

**4. Efforts to Advance the Glendale Tech Strategy**

Describe how the proposed program will advance the goals of the Glendale Tech Strategy listed below and create clear connections between the program and the larger Glendale area innovation ecosystem. Operators that demonstrate strong efforts to connect to the local ecosystem will be given preference.

- Promote Glendale as a Tech Hub
- Create and Support a Local Tech Workforce
- Support the Quality of Life of Glendale’s Residents
- Support Local Glendale Industries

**5. Quantifiable Metrics**

Provide a detailed description of the quantifiable metrics that the Growth Program will track and the process it will utilize to evaluate its success once completed. Sample metrics include, but are not limited to: number of cohort participants, number of applicants, follow-up on funding raised by program graduates, number and types of jobs created, amount and source(s) of investment in company, sponsorship dollars generated, etc.

Metrics must include but are not limited to:

- Number and general statistics of applicant pool
- Number and general statistics of companies participating
- Success of participating companies in the two years after Growth Program completion (e.g., % achieving additional funding, % gaining x increase in customer base, etc.)

**D. Timeline**

Include a detailed three (3) year timeline that outlines each task and subtasks, curriculum modules, and/or service provided, with expected milestones noted. Describe the “ramp up” period once the contract is awarded, including timeline and associated activities before the first cohort is launched. If respondent plans on running multiple cohorts per year, include the time and activities between each cohort. Respondents can utilize an estimated start date of January 2025. Respondents are expected to serve a minimum of one cohort per year.

**E. Growth Program Location in Glendale**

The Growth Program must have a physical location within the City of Glendale and shall identify the Growth Program location available to participating companies throughout the entire length of the program, including the physical address, square footage, and location amenities. Additionally, the Growth Program must hold at least one in-person event within the City of Glendale as part of the Program each year.

Respondent shall comply with all governmental requirements, which means all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the State, the County, the City, or any other political subdivision in which the Site is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over the City, the

Respondent or the real property owned by the City, including all applicable state labor standards, the City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City's Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, et seq., Government Code Section 4450, et seq., Government Code Section 11135, et seq., and the Unruh Civil Rights Act, Civil Code Sections 51, et seq. Respondent and any of its contractors and subcontractors shall comply with all governmental requirements applicable to public works, including without limitation the payment of prevailing wages in compliance with Labor Code Section 1770, et seq., if applicable, keeping of all records required pursuant to Labor Code Section 1776, complying with the maximum hours requirements of Labor Code Sections 1810 through 1815, and complying with all regulations and statutory requirements pertaining thereto, to the extent such requirements are applicable to the Project.

#### F. Budget

Respondents shall provide a line-item budget outlining the costs for the Growth Program for the first year, including direct labor, rent, travel, supplies, and other categories as applicable. The budget should also clearly document the following: equity stake in participating companies, in-kind contributions, any participation fees, etc.

The budget should also describe the overall rationale behind the financing for the Growth Program and why this strategy is most advantageous to the City of Glendale and the highest and best use of the grant funding. The selected awardee should also demonstrate the ability to ensure funding for successful programming beyond three years.

The \$1 million in grant funding is intended to be split between two selected Operators over three (3) years, allocating \$500,000 to each Operator spread out over the contract period. The budget should clearly state how the grant funds will be utilized in the development of the Growth Program. Funds can be utilized to cover operating expenses; funds cannot be utilized for investment in companies. ***Failure to adequately disclose the use of grant funds will result in a non-responsive proposal.***

Respondents will provide Letters of Commitment from program partners for any in-kind or monetary contributions in excess of \$1,000.

If a respondent believes it could further advance the City's Tech Strategy by being awarded both halves of the grant (\$1 million in total), the respondent shall submit a second budget, ***in addition to*** the budget required above, which provides the substantive basis and reasoning that justifies award of the total amount.

## AVAILABLE FUNDING AND SERVICES

The City of Glendale will enter into a three-year agreement with the selected respondent or respondents for an amount up to, but not to exceed, ONE-HUNDRED AND SIXTY-SIX THOUSAND, SIX-HUNDRED AND SIXTY-SIX DOLLARS AND SIXTY-SIX CENTS (\$166,666.66) if awarded half the \$1M Growth Program budget, or a maximum of THREE-HUNDRED THOUSAND, THREE HUNDRED AND THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$333,333.333) per year if awarded the full \$1M Growth Program budget. The City will also provide in-kind assistance through an assigned

Glendale business concierge staffer on permitting, incentives, marketing, etc., for companies looking to locate within the City of Glendale during or post-program.

## EVALUATION CRITERIA

Evaluation of the proposals will be based upon the following:

### **A. Proposed Plan and Approach (30%)**

1. Level of detail and viability in the proposed plan and approach:
  - i. Curriculum module and/or service (15%)
  - ii. Recruitment and selection process (5%)
  - iii. Quantifiable metrics (5%)
  - iv. Marketing and branding (5%)

### **B. Relevant Qualifications and Experience (30%)**

1. Experience in developing, implementing, and operating a startup growth program (15%)
2. Qualification and experience of key personnel, including relationship between the primary entity and program partner(s), if applicable (10%)
3. Connection to or planned partnerships and References (5%)

### **C. Financial Capacity (20%)**

1. Demonstrates financial stability, readiness to proceed, and ability to meet City's general terms and conditions, including contract terms (10%)
2. Detailed line-item budget (5%)
3. Proof of leverage funding (5%)

### **D. Commitment to the Glendale Tech Community (20%)**

1. Demonstrated commitment and plan to engage the Glendale tech ecosystem and to advance the Glendale Tech Strategy (15%)
2. Viable physical location for the Growth Program within Glendale (5%)

## EVALUATION PROCESS

The City may schedule interviews and/or presentations with short-listed proposers. Based on the outcome of the City's evaluation of proposals, a recommendation of one or more proposals may be submitted to the City Council for consideration of the award.

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

## **Schedule**

The City's anticipated schedule for the selection of the most qualified Operators is as follows:

<b>Date</b>	<b>Milestone</b>
1. May 15, 2024	Issuance of Request for Proposals
2. May 29, 2024	Pre-Bid Conference (Attendance strongly encouraged)
3. June 5, 2024	Written Questions Due
4. June 14, 2024	Response to Written Questions Issued
5. June 28, 2024	Deadline for Submitting RFP
6. July, 2024	Selection Committee reviews RFPs
7. Late August, 2024	Final Selection of Operator

### **Pre-Bid Conference (Attendance Strongly Encouraged)**

The Economic Development Division has organized an optional Pre-Proposal Submission Conference to go over any questions, comments, or concerns from prospective operators. Attendance at the Pre-Proposal Submission conference is optional but strongly encouraged. Please RSVP with David Crawley Delgado by Monday, May 28, 2024, at [dcrawleydelgado@glendaleca.gov](mailto:dcrawleydelgado@glendaleca.gov). The Pre-Proposal Submission Conference is scheduled for:

**Wednesday, May 29<sup>th</sup>, 2024**  
10 am - Noon  
Virtual (Link to be given prior to event)

### **Written Questions and Addenda**

Potential proposers may ask questions, seek clarification, or request further information about the RFP at the Pre-Proposal Submission Conference. Written responses to proposer questions and requests received at the Pre-Proposal Submission Conference will be posted online at <http://www.glendaletechweek.com/accelerators>.

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## **SUBMISSION DEADLINE AND REQUIREMENTS**

Proposers must email an electronic copy of the proposal to [dcrawleydelgado@glendaleca.gov](mailto:dcrawleydelgado@glendaleca.gov)

**Full proposals must be received by no later than June 28, 2024 by 5:00 pm Pacific. Late submittals will not be accepted. Please ensure your proposal is received by requesting a read-receipt email and/or confirmation.**

## ACCEPTANCE OF SUBMITTALS

At its sole discretion, the City may, for any reason, reject any and all submittals, including but not limited to where the submittal is incomplete or submittals lacking adequate information to allow effective evaluation of the submittal.

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

## NOTICE REGARDING DISCLOSURE OF CONTENTS OF DOCUMENT

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

## EXHIBITS/ADDITIONAL INFORMATION

**Exhibit A:**

Campaign Disclosure Form

**Exhibit B:**

Glendale Tech Strategy and Growth Strategy Background

**Exhibit C:**

Draft Professional Services Agreement

**Exhibit D:**

Insurance Requirements

**Exhibit A: Campaign Disclosure Form**



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

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

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

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

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

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

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

Full Name	Title	Business Address	City	State	Zip



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

Full Name	Title	Business Address	City	State	Zip

**III. Contractor of Applicant(s) Seeking Entitlement\***

Full Name	Title	Business Address	City	State	Zip

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

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

Full Name	Title	Business Address	City	State	Zip

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

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

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

Elected Official	Name of Individual or Entity	Date of Contribution

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

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

Executed on \_\_\_\_\_ at \_\_\_\_\_, California

Applicant's Signature \_\_\_\_\_, Print Applicant's Full Name \_\_\_\_\_

Applicant's Address \_\_\_\_\_

Applicant's Contact Phone Number \_\_\_\_\_

Applicant's Email Address \_\_\_\_\_

## **Exhibit B:**

More information on the Glendale Tech Strategy and stakeholder outreach regarding the Glendale Tech Startup Growth Program can be found at <http://www.glendaletechweek.com/accelerators>

**Exhibit C:  
Draft Professional Services Agreement**

CONTRACT No. \_\_\_\_\_

CONTRACT No. \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT**

BETWEEN THE CITY OF GLENDALE

AND

\_\_\_\_\_

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

**RECITALS**

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

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

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

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

## AGREEMENT

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

### 1.0 INCORPORATION OF RECITALS

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

### 2.0 TERM

[Select one of the following alternatives:]

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

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

### 3.0 SERVICES

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

3.2. **Written Authorization.**

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

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

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

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

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

(C) CONSULTANT PARTIES are responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions;

applicable (federal, state, county, local, CITY) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that CITY provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by CITY.

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

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

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

#### **4.0 TIME FOR PERFORMANCE**

[Select one of the following alternatives:]

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

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

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

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

## 5.0 **PERSONNEL**

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

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



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

5.4. **Independent Contractor.**

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

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

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

5.6. **Disability Access Laws.** CONSULTANT represents and certifies that the work product, studies, reports, designs, drawings, and specifications that CONSULTANT prepares under this Agreement fully conform to all applicable disability access and design laws, regulations, and standards—

including, but not limited to, the Americans with Disabilities Act (42 U.S.C. Sections 12101 *et seq.*) and Title 24 of the California Code of Regulations— when the Scope of Work requires or calls for compliance with those laws, regulations, or standards.

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

5.8. **Workers' Compensation.** CONSULTANT understands and acknowledges that all persons furnishing services to CITY under this Agreement are, for the purpose of workers' compensation liability, employees solely of CONSULTANT and not of CITY. In performing the Services or the work under this Agreement, CONSULTANT is liable for providing workers' compensation benefits to CONSULTANT's employees, or anyone whom CONSULTANT directly or indirectly hires, employs, or uses. CITY is not responsible for any claims at law or in equity caused by CONSULTANT's failure to comply with this Paragraph.

## 6.0 **FACILITIES**

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

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

## 7.0 **PAYMENT**

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

CONSULTANT shall pay for all expenses, including reimbursable or out-of-pocket expenses, that CONSULTANT incurs in performing the Services. The Fee Schedule will remain in effect for the Agreement's Term.

[Select one of the following provisions:]

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

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

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

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

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

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

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

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

## 8.0 **AUDIT BY CITY**

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

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

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

## 9.0 **DATA, RECORDS, PROPRIETARY RIGHTS**

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

9.2. **Ownership and Use.**

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

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

9.3. **Intellectual Property.**

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

- (1) CONSULTANT holds the patent, trademark, or copyright to the work, idea, or product; or
- (2) CONSULTANT is licensed to use the patented, trademarked, or copyrighted work, idea, or product.

(B) Unless CITY states otherwise in writing, all proprietary rights or intellectual property rights, including copyrights, that arise from creation of the work under this Agreement vest in CITY.

CONSULTANT waives and relinquishes all claims to proprietary rights and intellectual property rights, including copyrights, in favor of CITY.

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

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

9.5. **Public Records Act.**

(A) CONSULTANT acknowledges that this Agreement is a public record. This Agreement, its Exhibits, and all documents produced under this Agreement are subject to the California Public Records Act (Government Code Sections 7920.005 *et seq.*), including its exemptions. CONSULTANT acknowledges that CITY has no obligation to notify CONSULTANT when a request for records is received.

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

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

- (1) CONSULTANT may, when notified by CITY of the request, seek protection from disclosure by timely applying for relief in a court of competent jurisdiction; or

(2) CITY may either decline to produce the requested information, or redact portions of the documents and produce the redacted records.

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

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

## **10.0 CONFLICT OF INTEREST; CAMPAIGN CONTRIBUTIONS**

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

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

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

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

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

10.2. **Campaign Contributions.**

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

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

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

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

(C) CONSULTANT represents and certifies that:

- (1) CONSULTANT has read and fully understands the provisions of Municipal Code Section 1.10.060;
- (2) CONSULTANT will not: (a) make a prohibited campaign contribution to an individual holding CITY elective office; or (b) otherwise violate Municipal Code Section 1.10.060; and



- (3) CONSULTANT shall timely complete, return, and update one or more disclosure or reporting forms that CITY provides.

## 11.0 INSURANCE

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

11.2. This Agreement's insurance provisions:

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

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

## 12.0 INDEMNITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 13.0 **DEFAULT, REMEDIES, AND TERMINATION**

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

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

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

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

- (1) Disregards or violates a law, ordinance, rule, procedure, regulation, directive, or order;
- (2) Refuses or fails to pay for, obtain, maintain, or renew requisite licenses;
- (3) Refuses or fails to observe, perform, or fulfill a covenant, condition, obligation, term, or provision of this Agreement;

- (4) Commits an unlawful, false, fraudulent, dishonest, deceptive, or dangerous act while performing the Services under this Agreement; or

(C) CONSULTANT:

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

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

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

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

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

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

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

(D) CITY may immediately terminate the Agreement;

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

(1) Seeking CONSULTANT's specific performance of all or any part of this Agreement; or

(2) Recovering damages for CONSULTANT's Default, breach, or violation of this Agreement; or

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

13.4. **Termination for Convenience.** Independent of the remedies provided in Paragraph 13.3, CITY may elect to terminate this Agreement at any time upon [SELECT: 10/ 14/ 30] days' prior written notice. Upon termination, CONSULTANT shall receive compensation only for that work which

CONSULTANT had satisfactorily completed to the termination date. CITY shall not pay CONSULTANT for de-mobilization, takedown, disengagement, wind-down, or other costs incurred arising out of this Agreement's termination.

#### 14.0 **GENERAL PROVISIONS**

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

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

- (1) The Agreement.
- (2) Exhibit D (Insurance Requirements).
- (3) Exhibit B (Project Time Schedule).
- (4) Exhibit A (Scope of Work).
- (5) Exhibit C (Fee Schedule).

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

#### 14.4. **Governing Law; Jurisdiction.**

(A) California's laws govern this Agreement's construction and interpretation regardless of the laws that might otherwise apply under applicable principles of conflicts of law or choice of law.

(B) If CONSULTANT or CITY brings a lawsuit to enforce or interpret one or more provisions of this Agreement, jurisdiction is in the Superior Court of the County of Los Angeles, California, or where otherwise appropriate, in the United States District Court, Central District of California. CONSULTANT and CITY acknowledge that the Agreement was negotiated, entered into, and executed—and the Services are performed—in the City of Glendale, California.

(C) Unless this Agreement provides otherwise, any reference to laws, ordinances, rules, or regulations include their later amendments, modifications, and successor legislation.

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

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

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

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

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

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

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



(A) Take further necessary action; and

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

14.8. **Assignment.**

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

- (1) Assign or transfer a right or interest— whether in whole, in part, temporarily, or otherwise— in this Agreement; or
- (2) Delegate a duty or obligation owed— whether in whole, in part, temporarily, or otherwise— under this Agreement.

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

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

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

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

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

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

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

14.12. **Notices.**

(A) The PARTIES shall submit in writing all notices and correspondence that this Agreement requires or permits, and shall use the following delivery method:

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

(B) All written notices or correspondence done in the manner described in Subparagraph (A) above with the street address or place, facsimile number, or email address listed in Subparagraph (C) below will be presumed "given" to a PARTY on whichever date occurs earliest:

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

(C) CITY and CONSULTANT designate the following contact person, street address or place, telephone number, and facsimile number or email address for giving notice:

CITY: City of Glendale  
Dept.: \_\_\_\_\_  
\_\_\_\_\_  
Glendale, CA 9120\_\_  
Attn: \_\_\_\_\_  
  
Tel. No.: \_\_\_\_\_  
Fax. No.: \_\_\_\_\_  
Email: \_\_\_\_\_

CONSULTANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
  
Tel. No.: \_\_\_\_\_  
Fax. No.: \_\_\_\_\_

Email: \_\_\_\_\_

(D) At any time, by providing written notice to the other PARTY, CITY or CONSULTANT may change the contact information listed in Subparagraph (C) above.

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

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

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

14.16. **Digital Signatures.** The PARTIES deem a copy of this Agreement, or any amendment to it, that bears a digital signature as having the same legal effect, for all purposes, as delivery of a signed original of this Agreement or the amendment, and each digital signature will have the same legal force and effect as a handwritten signature.

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

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

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

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

Executed at Glendale, California.

**CITY OF GLENDALE:**

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

Date: \_\_\_\_\_

**CONSULTANT:**

By \_\_\_\_\_  
(Name) \_\_\_\_\_  
(Title) \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM
NAME: _____
TITLE: _____
SIGNATURE: _____
DATE: _____



## **EXHIBIT LIST**

“Exhibit A”:            Scope of Work  
(\_\_ pages)

“Exhibit B”:            Project Time Schedule  
(\_\_ pages)

“Exhibit C”:            Fee Schedule  
(\_\_ pages)

“Exhibit D”:            Insurance Requirements  
(\_\_ pages)

**EXHIBIT D**  
**INSURANCE REQUIREMENTS**

**EXHIBIT D-1 to PROFESSIONAL SERVICES AGREEMENT**

**“PROFESSIONAL LIABILITY” INSURANCE**

1.1 Without limiting CONSULTANT's liability and at its sole expense, CONSULTANT shall obtain, pay for, and maintain a Professional Liability insurance policy.

1.2 The Professional Liability policy must:

- (A) Include “**errors and omissions**” coverage or “**malpractice**” coverage;
- (B) Afford “**practice specific**” or “**project specific**” coverage;
- (C) Provide limits of liability in an amount not less than:
  - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
  - (2) TWO MILLION DOLLARS (\$2,000,000) in the aggregate;
- (D) Cover a claim or claims arising out of the performance of professional services by:
  - (1) CONSULTANT;
  - (2) CONSULTANT's Subconsultant(s);
  - (3) Anyone whom CONSULTANT or its Subconsultant(s) directly or indirectly employs or uses; or
  - (4) Anyone whose acts CONSULTANT or its Subconsultant(s) may be liable; and
- (E) Provide coverage for:
  - (1) The duration of this Agreement; and
  - (2) At least three (3) years after the Project's completion:
    - (a) CONSULTANT shall obtain, pay for, and maintain an endorsement that adds an “extended reporting period” (“ERP”) or a “discovery” feature— to allow CITY to report a claim— for a period of not less than three (3) years following the initial policy's expiration, or following CITY's recordation of its “notice of completion” for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or
    - (b) CONSULTANT shall obtain, pay for, and maintain successive renewal or replacement policies (with “prior acts” coverage), for a period of three (3) years following the initial policy's expiration, or following CITY's recordation of its “notice of completion” for the Project, whichever date is later. Each policy must have a



“retroactive date” that coincides with, or is earlier than, this Agreement’s Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above.

**1.3** All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY’s review and approval, in its sole discretion.

**1.4** CONSULTANT shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

**EXHIBIT D-2**  
**INSURANCE REQUIREMENTS**  
**PROFESSIONAL SERVICES AGREEMENT**

**“WORKERS’ COMPENSATION” INSURANCE**

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— for the duration of this Agreement:

- (A) Complete Workers’ Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
- (B) Employer’s Liability insurance in an amount not less than:
  - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
  - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
  - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

1.2 CONSULTANT shall provide CITY with a “*certificate of insurance*” and a subrogation endorsement, “*Waiver of Our Right to Recover From Others*”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.

1.3 CITY shall not be liable to CONSULTANT’s personnel, or anyone CONSULTANT directly or indirectly employs or uses, for a claim at law or in equity arising out of CONSULTANT’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

**EXHIBIT D-3**  
**INSURANCE REQUIREMENTS**  
**PROFESSIONAL SERVICES AGREEMENT**

**“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE**

**1.1** At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an **occurrence** basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “CITY AND ITS REPRESENTATIVES”) as **additional insureds**.

**1.2** Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONSULTANT. If CONSULTANT has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:

- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
- (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
- (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and
- (D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.

**1.3** The liability insurance must include all major divisions of coverage and must cover:

- (A) Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
- (B) Independent Contractors’ Protective Liability;
- (C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
- (D) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
- (E) Contractual Liability; and
- (F) Broad Form Property Damage.

1.4 CONSULTANT shall provide CITY with a “**certificate of insurance**” and an “**additional insured endorsement**”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

**EXHIBIT D-4**  
**INSURANCE REQUIREMENTS**  
**PROFESSIONAL SERVICES AGREEMENT**

**“BUSINESS AUTOMOBILE” LIABILITY INSURANCE**

1.1 At its own expense, CONSULTANT shall obtain, pay for, and maintain— and shall require each of its Subconsultants to obtain and maintain— a “Business Automobile” insurance policy on an **occurrence** basis to fully protect CONSULTANT and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as **additional insureds**.

1.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:

- (A) **ONE MILLION DOLLARS (\$1,000,000)** per occurrence for bodily injury (including accidental death) to any one person; and
- (B) **ONE MILLION DOLLARS (\$1,000,000)** per occurrence for property damage; or
- (C) **ONE MILLION DOLLARS (\$1,000,000)** combined single limit (“CSL”).

1.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.

1.4 CONSULTANT shall provide CITY with a “***certificate of insurance***” and an “***additional insured endorsement***”— on forms satisfactory to the City Attorney or City’s Risk Manager, and **signed by the insurance carrier or its authorized representative**— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

1.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

**EXHIBIT D-5**  
**INSURANCE REQUIREMENTS**  
**PROFESSIONAL SERVICES AGREEMENT**

**GENERAL REQUIREMENTS**

**1.1** At all times, the insurance company issuing the policy must meet all three of these requirements:

- (A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
- (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
- (C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.

**1.2** If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONSULTANT shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages’ continuation.

**1.3** A deductible or self-insured retention is subject to CITY’s review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:

- (A) The amount of the deductible, or self-insured retention, or both;
- (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
- (C) The current limit amount, as lowered by the pending or paid claim.

**1.4** Despite any conflicting or contrary provision in CONSULTANT’s insurance policy:

- (A) If CONSULTANT’s insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, “its representatives”) as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
  - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
  - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
- (B) CONSULTANT’s insurance is primary;
- (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONSULTANT’s insurance;
- (D) CITY’s insurance, or self-insurance, or both, will not contribute with CONSULTANT’s insurance policy;

- (E) CONSULTANT and CONSULTANT's insurance company waive— and shall not exercise— any right of recovery or subrogation that CONSULTANT or the insurer may have against CITY, or its representatives, or both;
- (F) CONSULTANT's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;
- (G) CONSULTANT's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
- (H) CITY is not liable for a premium payment or another expense under CONSULTANT's policy.

**1.5** At any time during the duration of this Agreement, CITY may do any one or more of the following:

- (A) Review this Agreement's insurance coverage requirements; or
- (B) Require that CONSULTANT:
  - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
    - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONSULTANT under this Agreement;
    - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, the services of CONSULTANT under this Agreement; or
    - (c) The availability, or affordability, or both, of increased liability insurance coverage;
  - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
  - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.

**1.6** CONSULTANT shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONSULTANT must maintain after the Final Payment.

**1.7** CONSULTANT's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.

**1.8** CONSULTANT shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONSULTANT shall deliver to CITY evidence of the required coverage as proof that CONSULTANT's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.

**1.9** At any time, upon CITY's request, CONSULTANT shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONSULTANT's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.

**1.10** If CONSULTANT hires, employs, or uses a Subconsultant to perform work, services, operations, or activities on CONSULTANT's behalf, CONSULTANT shall ensure that the Subconsultant:

- (A) Meets, and fully complies with, this Agreement's insurance requirements;
- (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
- (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subconsultant's insurance policy or policies for CITY's review, or approval, or both.

**1.11** CONSULTANT's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONSULTANT's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONSULTANT shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONSULTANT.



**EXHIBIT D-6**  
**INSURANCE REQUIREMENTS**  
**PROFESSIONAL SERVICES AGREEMENT**

**CONSULTANT’S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS**

1.1 CONSULTANT shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONSULTANT signs and delivers the Agreement to CITY, CONSULTANT also shall deliver:

- (A) A “certificate of insurance” for each required liability insurance coverage;
- (B) An additional insured endorsement for Commercial General Liability coverage or Businessowners Liability coverage and Automobile Liability coverage, unless this Agreement does not require CONSULTANT to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;
- (C) A “certificate of insurance” for Workers’ Compensation insurance; or  
If CONSULTANT is self-insured for workers’ compensation, a copy of the “Certificate of Consent to Self-insure” from the State of California; or  
If CONSULTANT is lawfully exempt from workers’ compensation laws, an “Affirmation of Exemption from Labor Code §3700” form;
- (D) A subrogation endorsement, “Waiver of Our Right to Recover From Others,” for Workers’ Compensation coverage; and
- (E) A complete copy of CONSULTANT’s Professional Liability insurance policy, including all forms and endorsements attached to it.

1.2 CITY will neither sign this Agreement nor issue a “Notice to Proceed” until the City Attorney or City’s Risk Manager has reviewed and approved the insurance documents. CITY’s decision as to the acceptability of all insurance documents is final. Unless CONSULTANT obtains CITY’s written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate’s or an endorsement’s form and content, or both.

**INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

2.1 This Agreement’s insurance provisions:

- (A) Are separate and independent from the indemnification and defense provisions in Article 12 of the Agreement; and
- (B) Do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in Article 12 of the Agreement.