



REQUEST FOR PROPOSAL

**TO PROVIDE COMPUTER AIDED DISPATCH/RECORDS MANAGEMENT
(CAD/RMS) SOFTWARE SYSTEM**

RFP No. 11-361

City of Norwalk
Purchasing Division
12700 Norwalk Blvd., Room 6
Norwalk, CA 90650

Issue Date: Wed., May 18, 2011
Pre-Proposal Conference: Wed., June 1, 2011
Submission of Written Questions: Fri., June 3, 2011
Due Date: Tues., June 28, 2011

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INTRODUCTION

The City of Norwalk, Department of Public Safety, is requesting Proposals from highly qualified companies to provide a comprehensive Computer Aided Dispatch/Records Management System (CAD/RMS) software system. The Department of Public Safety is responsible for managing and administering law enforcement services, including contract services with Los Angeles County Sheriff's Department. In addition to contract law enforcement services, the Department of Public Safety provides the community with non-emergent law enforcement services and is comprised of approximately 40 non-sworn employees.

The Department of Public Safety is interested in implementing a CAD/RMS system that will enable the Department to better track calls for service and maintain more detailed records.

This document outlines the requirements, selection process, and the information necessary to submit a Proposal for this project.

The successful Proposer will be required to comply with Equal Employment Opportunity and all applicable federal, state, local laws, and requirements.

Funding for this project has been secured through a grant from the United States Department of Justice, Community Oriented Policing Services Technology program.

BACKGROUND, PURPOSE & SCOPE OF WORK

BACKGROUND

The City of Norwalk is located in the southeasterly section of Los Angeles County. Norwalk is 9.35 square miles in area within Los Angeles County. The present population of the City is approximately 106,700.

Norwalk is a general law City and operates under the Council/Manager form of government. The City Manager is responsible for directing City affairs as prescribed by the City Council.

PURPOSE

The purpose of this Proposal is to obtain a contractor that is qualified to provide CAD/RMS software system for the City.

SCOPE OF WORK

Proposals received from prospective vendors shall include those services as described in the specifications of this RFP.

INSTRUCTIONS TO PROPOSER AND GENERAL TERMS AND CONDITIONS

1. PROPOSAL SUBMITTAL

Proposals shall be submitted in a sealed envelope and addressed to City of Norwalk Purchasing Division, 12700 Norwalk Boulevard, Room 6, Norwalk, CA 90650-1030, no later than 11:00 a.m. on Tuesday, June 28, 2011. Proposals must be clearly marked **“Proposal for CAD/RMS Software System, RFP No. 11-361.”** Proposals cannot be withdrawn or corrected after being opened. Proposals will not be disclosed to competing firms or to the public until a recommended firm has been selected.

Unauthorized conditions, limitations, or provisions attached to a Proposal will render it informal and may cause its rejection. The completed Proposal shall be without interlineations, alterations or erasures. Alternative Proposals will not be considered unless requested. No oral, telegraphic or telephonic Proposals or modifications will be considered. The Proposal may be withdrawn upon request by the Proposer without prejudice prior to, but not after, the time fixed for opening of Proposal, provided that the request is in writing, that it has been executed by the Proposer or duly authorized representative, and that it is filed with the City.

Proposal documents shall be deemed to include by reference each and every one of the following:

- Request for Proposal (RFP)
- Addenda to RFP
- Proposal
- Supplements to Proposal
- Required Bonds and/or Insurance

Proposals shall be submitted in accordance with the form prescribed by the City of Norwalk. Failure to respond in this manner may render the Proposal non-responsive.

The original and five (5) copies of the Proposal shall be submitted and the outside of the envelope marked: “Proposal for Providing CAD/RMS Software System, RFP No. 11-361.”

A pre-Proposal conference will be held at 10:00am on Wednesday, June 1, 2011 at the Norwalk City Hall, 12700 Norwalk Blvd., Room 4, Norwalk, CA. Attendance at the conference *is* mandatory.

2. CLARIFICATIONS

Should a Proposer require clarifications of this RFP, the Proposer shall notify the contact person identified in this RFP in writing. Should the City, in its sole discretion, determine that the point in question is not clearly and fully set forth, the City will issue a written addendum clarifying the matter. Said addendum shall be sent to all persons who have attended the pre-Proposal conference.

All questions, clarifications or comments must be submitted to the Purchasing Division no later than 5:00pm, Friday, June 3, 2011. No questions will be answered individually by the Public Safety Department.

Requests for clarification, questions and comments must be clearly labeled "Written Questions for RFP No. 11-361". Questions may be faxed to (562) 929-5966, **ATTENTION:** Christine Roberto, Administrative Services Manager or emailed to croberto@ci.norwalk.ca.us. The subject line must include the above label. The City is not responsible for failure to respond to a request that has not been submitted in accordance with this section.

Responses by the City to the clarifications, comments and questions will be communicated in writing to all persons that attended the pre-Proposal conference. Every attempt will be made to provide responses to all Proposers in accordance with the procurement schedule for this RFP. Inquiries received after the deadline will not be accepted and will be returned to the sender without a response.

Requests for clarifications and questions should be formatted in the following manner:

Section

Paragraph number

Page number

Text of passage being questioned

Question

3. TAXES

No mention shall be made of Sales Tax or Use Tax, as all Proposal prices submitted will be considered as including such tax, if applicable.

4. REFERENCES

All reference information called for in the Request for Proposal must be submitted with the Proposal.

5. ISSUING OFFICE

The Request for Proposal is issued for the Department of Public Safety by the Purchasing Division. Information regarding this Proposal should be referred to Christine Roberto, Administrative Services Manager, at (562) 929-5712. Contact with any other City Staff regarding this RFP is not allowed. Responses to questions will be provided to all interested vendors.

6. RECEIPT OF PROPOSAL

Proposals shall be time stamped when received and will be accepted up to and no later than the time indicated in the Request for Proposal. All Proposals received after the time stated above will not be considered and will be returned to the Proposer. The Proposer assumes the risk of any delay in the mail or the handling of the mail by employees of Norwalk. Whether sent by mail or by means of personal delivery, Proposers assume responsibility for having Proposal deposited on time at the place specified.

7. PROPOSAL SIGNATURE

If the Proposal is made by an individual, it shall be signed and full name of Proposer with complete address shall be given; if made by a firm, it shall be signed with the co-partnership name by a member of the firm who shall sign name and the name and address of each member shall be given; and if it is made by a corporation, the name of the corporation shall be provided and signed by its duly authorized officer or officers attested by the corporate seal, and the names and titles of all officers of the corporation shall be given.

8. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing any deviation from specifications. Issuance of the Request for Proposal does not commit the City to award any contract or to pay any costs incurred in the preparation of the Proposal or to procure or contract for services.

9. INTERPRETATION OF PROPOSAL DOCUMENTS

Should a Proposer find discrepancies in, or omissions from the specifications, or should Proposer be in doubt as to their meaning, Proposer shall notify the City immediately. Should it be found necessary, a written addendum will be sent to all Proposers. Addenda issued during the Proposal period shall form a part of the contract and shall be included with the Proposal.

10. ADDENDA TO THE REQUEST FOR PROPOSAL

The City reserves the right to make such changes in the Request for Proposal, as it may deem appropriate. Any and all changes in the Request for Proposal shall be made by a written addendum, which shall be issued by the city to all prospective Proposers who attended the pre-Proposal conference. No oral changes will be permitted. Addenda issued during the Proposal process shall become a part of the original Proposal.

11. COMPLIANCE WITH LAWS

The Proposer shall comply with all applicable laws, ordinances, and codes of the State of California and local governments, all regulations and rules relating to affirmative action, and shall commit no trespass on any public or private property in performing any of the work embraced by this contract.

12. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS

Successful Proposers shall be in full compliance with all applicable Federal, State and local regulations, standards, and ordinances, regardless of whether or not they are referred to by the City.

13. ESTIMATE OF QUANTITIES

The preliminary estimates of quantities of work to be done are approximate as shown upon the specifications and are given as a basis of comparison of Proposals only. The City does not expressly or by implication agree that the actual amount of work will correspond therewith.

14. SUPPLEMENTS TO REQUEST FOR PROPOSAL

If the evaluation of any Proposal indicates minor noncompliance or variance with the Request for Proposal, the City may, but need not, make written requests to the Proposer for a supplement to the submitted Proposal. Such request will attempt to identify the noncompliance or variance, and will establish a date by which the supplement to the Request for Proposal shall be submitted. If so requested, the Proposer may submit a supplement to the Request for Proposal responsive to such request, within the time period established, which the city will evaluate in conjunction with the Request for Proposal. Any supplement to the Request for Proposal will be deemed to be an integral part of the Proposer's submittal.

15. EVALUATION

Upon receipt of Proposals, the City will evaluate all Proposals to determine whether Proposals are acceptable based on the criteria established in the Request for Proposal.

16. VALIDITY PERIOD

The Request for Proposal shall be considered valid for a period no less than sixty (60) days and shall contain a statement to that effect signed by an officer of the firm authorized to bind firm for this period.

17. AWARD OF PROJECT/CONTRACT

Award of the proposed project and/or contract to any Proposer is subject to funding availability on the City's behalf. In the event the City does not have funding for the proposed project or contract, the City reserves the right to terminate this RFP.

18. PUBLIC RECORD

After the award of the contract has been made by the City Council or appropriate staff, all findings and information considered in determining which Proposal best meets the need of the City and will be most advantageous with respect to price, conformity to the specifications and other factors will be made available for public inspections.

19. TIME OF DELIVERY

Time of delivery is a part of the consideration and must be stated in definite terms. Proposals are subject to acceptance any time within sixty (60) days after opening unless otherwise stipulated.

20. INTEREST OF MEMBER OF THE CITY

No member of the governing body of the City, and no other officer or employee of the City who exercises any functions or responsibilities in connection with carrying out this project to which this Proposal pertains, shall have any personal interest, direct or indirect, in this contract.

21. INTEREST OF PROPOSER

The successful Proposer covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the City or any other interest which would conflict in any manner or degree with the performance of this contract, and no person having any such interest shall be employed.

22. PENALTY FOR COLLUSION

If at any time it shall be found that the person, firm or corporation to whom a contract has been awarded has, in presenting any Proposal, colluded with any other party or parties, then the contract so aware shall be null and void. The contractor and the contractor's bonding company shall be liable to the City for all loss or damage that the City may suffer thereby. The City may advertise for a new contract for said services.

23. PROJECT ORGANIZATION

The successful Proposer (contractor) must provide a project manager to act as a liaison with the Director of Public Safety, who will coordinate design, development and implementation, and see the project through to satisfactory conclusion. The Director of

Public Safety or designee shall be responsible for the direction, review and approval of all work.

24. EXECUTION OF CONTRACT

The Proposer to whom award is made shall execute a written contract with the City on the form of the agreement provided, and shall secure all insurance and bonds required by the City within ten (10) days from the date of the award. Failure or refusal to enter into a contract as herein provided, or to conform to any of the stipulated requirements in connection therewith, shall be just cause for the annulment of the award. Award shall then be made to the next Proposer as determined by the City and that firm shall fulfill every stipulation as if it were the party to whom the first award was made.

25. FINDINGS CONFIDENTIAL

Until such time that the City Council awards the contract, all reports, information, data, etc., prepared or assembled by the Proposer under this Proposal are confidential and the Proposer agrees that such Proposal shall not be made available to any individual or organization without the prior written approval of the City.

26. CHANGES

The City may require changes in the scope of the services to be performed by the contractor hereunder. All such changes, which are mutually agreed upon by and among all the parties, shall be incorporated in written amendments to this contract. All such amendments shall state any increase or decrease in the amount of the compensation due the contractor for the change in scope.

27. ADDITIONS/DELETIONS OF SERVICE

The City reserves the right to add and/or delete services to this contract. Should a service requirement be deleted, payment to the contractor will be reduced proportionally to the amount of service reduce in accordance with the Proposal price. Should additional services be required from this contract, prices for such additions will be negotiated between the contractor and the City.

28. INCORPORATION OF PROPOSAL INTO THE CONTRACT

The contents of this Proposal and the selected firm's response are to be incorporated, in total, into the contract.

29. AMENDMENTS

All amendments to this contract must be in writing and signed by both parties.

30. CONTRACT COMPLIANCE MONITORING

The Director of Public Safety or designee shall monitor the contractor's compliance with, and performance under, the terms and conditions of the contract. The contractor shall make available for the inspection and/or copying by the City all records and accounts relating to the work performed or the service provided under this contract.

31. CONTRACTOR'S RESPONSIBILITY

The contractor shall be responsible for any damages whatsoever to the City Property as applicable when such property is the responsibility of or in the custody of the contractor, his/her employees or subcontractors.

32. DISPUTES

In the event a dispute arises concerning any matter under the contract, the party wishing resolution of the dispute shall submit a request in writing to the City Manager. The City Manager shall consider the request and respond within ten (10) days giving his or her findings and the reasons for the findings. Any party dissatisfied with the findings of the City Manager may appeal to the City Council in any objection. The City Council shall consider any matter appealed at a hearing within thirty (30) days. The decision of the City Council shall be final upon matters of fact unless clearly erroneous or procured by fraud.

33. REJECTION OF PROPOSALS

The City reserves the right to reject any, or any part of a Proposal, to waive any informality in the Proposal and to select the services, which shall be deemed in the best interest of the City.

It shall be emphasized that award of contract will not necessarily be based on price alone, but rather on a combination of qualifications, price, services, and responsiveness to the Proposal specifications.

34. PROPOSERS INTERESTED IN MORE THAN ONE PROPOSAL

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such Proposer is interested. If there is reason for believing that collusion exists among more than one Proposer, all Proposals will be rejected, and none of the participants in such collusion will be considered in future Proposals.

A person, firm or corporation who has submitted a sub-Proposal or who has quoted prices on materials to a Proposer is not thereby disqualified from submitting a Proposal or quoting prices to other Proposers.

35. PERMITS, REGULATIONS, AND ORDINANCES

The successful Proposer shall give all notices necessary in connection with the performance of the contract, shall secure and pay for all necessary licenses and permits to do the work and shall comply with all laws, ordinances, rules and regulations, bearing on the conduct of the work. Any work performed that does not conform to said laws, ordinances, rules and regulations shall be changed to conform thereto by the contractor at his sole expense.

SPECIFICATIONS

1. Scope of Services

The Proposal shall contain the following. For each system (CAD and RMS) note if function or module is 1) included in the base price of system, 2) if additional software/hardware is required, including cost estimation, and 3) optional or function upgrades, including cost estimation.

a. System Application / Services

Hardware requirements (servers, workstations, etc)
Networking requirements
Security (user/administrator privileges, network security, etc)
Licensing Requirements (by workstation, concurrent users, etc)

b. Computer Aided Dispatch (CAD)

Ability to dramatically load layers based on geographical area
Ability to search XY coordinates
Ability to allow users to add and remove layers
When the last unit clears an incident, call is automatically removed from display
Local file information displayed on user console immediately upon being queried
Authorized personnel may audit actions performed in the system
System activities shall be automatically logged/available for administrator review:
 Event initiation
 Dispatch recommendations
 Unit/call status changes
 Unit timer activation/time overrides
 Change in call priority, location, or type
 Console users signing on/off
 Incident updates

CAD software must support both command line and mouse access to any other module or program on the system.

Software should allow multiple users to work on the same call at the same time.

Alerts provided if there are previous calls for service or sensitive information at a location.

Geofile should support the following:

 Exact address, Block ranges, Intersections or cross streets

Software should prompt if multiple common names exist at an address.

c. Records Management System (RMS)

Must support, at a minimum, offenses, associated people, arrests, property, vehicle information, unlimited narratives, supplements, images, multi-media files (audio and video), solvability factors, and allow for attachment of Microsoft Word ® and Adobe PDF documents to any incident report.

Support “off-line” remote data collection.

Input to Master Name Index should automatically be derived from the following areas:

- CAD calls for service / incidents
- Arrests, adult and juvenile
- Crime/incident reports
- Field Interview cards
- Citations (parking, notice to appear, notice of violation)

Ability to verify, edit, and merge names based on:

- Name
- Gender
- Date of Birth
- Driver’s License / Identification number
- Social Security Number

Ability to enter automatic purge dates for adult and juvenile contacts.

Provide automatic search of the Master Name index for duplicate entries.

d. Administrative / Records Functions

Ability to place “flags” on data and be notified if those are accessed by or in contact with another user.

Ability to review what a user has entered into any record, with date/time stamp and terminal ID.

Provide an adequate name soundex system to alleviate duplicate entries.

Ability to merge duplicate records and split records that were previously improperly merged and automatically track those names as alias.

Users should be able to initiate searches and queries using full or partial data strings, or in place of characters, wild card characters.

e. Case Management

Ability to create a case summary of active and completed reports assigned to officers/staff.

Ability to set viewing and editing privileges.

Provide a variety of management and analytical tools to better manage workloads, monitor performance, and allocate departmental resources.

Support electronic case management throughout life span of the case (inception to closure).

f. Crime/Incident Analysis

Crime/incident statistics: Provide citywide periodic and comparative crime statistics by crime/incident type.

Trend reports: Display and print graphs of crime/incidents trends.

g. Property and Evidence

Ability to generate Bar Code property tags.

Property retention alerts for efficient disposition of property.

Ability to inventory via Bar Code reader.

h. Permits and Licenses

Ability to maintain information for various parking permits, parking exemptions, miscellaneous permit required activity.

Cross reference address, vehicle, and permit numbers with calls/incidents entered into CAD.

i. Data Conversion

Conversion of existing Microsoft Access database data to Records Management System.

PROPOSAL SUBMITTAL

The Proposal submittal package shall consist of the following information:

1. Letter of Transmittal
2. Title Page
3. Table of Contents
4. Summary of Proposal
5. Scope of Work
 - a. Provide a description of proposed process by specific tasks needed to satisfactorily meet the objective set forth in this RFP and time line for these tasks.
 - b. Provide an explanation of technical approach or methodology to be used in providing a CAD/RMS software system.
 - c. Include any additional information in this section.

Project Management and Firm Experience

1. Background and experience of firm in performing this type of work including the costs of projects conducted and at least three client references.
2. Key personnel – Personnel résumés for each person in the project including the amount of time that person will commit to the project and the tasks that person will be responsible for and/or involved.
3. List of other projects currently underway or anticipated.

Questionnaire

Proposal Form

Certification

Non-Collusion Affidavit

PROPOSAL EVALUATION AND SELECTION

Proposals will be evaluated and any resulting contract awarded based on the following criteria.

Understanding of the Project Requirements – 20%

1. Objectives of the project.
2. Time limitations and project management controls to assure timely completion of the project.
3. Compliance with specifications.

Proposed Scope of Work – 30%

1. Responsiveness and thoroughness of Proposal.
2. Appropriateness of technical approach.

Experience of Firm and Personnel – 25%

1. Experience with similar types of projects.
2. Personnel proposed to work on the project and the qualifications of those individuals.

Past Performance – 15%

1. Past record of performance on contracts with the city, other governmental agencies or public agencies, and with private industry, including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, and other managerial and attitudinal considerations.
2. The firm's capacity to perform the work within the time limitations, considering the firm's current and planned workload.

Costs – 10%

1. Proposed rates for services.

QUESTIONNAIRE
(Attachments are acceptable)

1. Firm name _____
2. Address of office that would service this account _____

3. Business telephone _____
4. Type of Organization (Please check below) Tax ID or SS# _____
 - a. _____ A corporation, organized and existing under the laws of the State of California.
 - b. _____ A partnership (if so, please list partners)

 - c. _____ An individual Name _____
5. Number of years in business _____
6. Number of employees _____
7. List the firm members who would be assigned to the account. Please show their education and experience backgrounds and the number of years employed by your firm: (Attached résumés are acceptable)

8. List successful projects your firm has had in providing CAD/RMS services for other public entities and/or private sector clients. Please include dates, addresses, telephone numbers, and contact person.

9. List the clients (public and private business) that you have provided CAD/RMS software systems for in the past three years.

10. List the name of the person assigned as the project manager.

11. Include any additional information that would be of assistance to the City in selecting your Proposal.

12. Describe your method of progress reporting procedures to be used, including preliminary and final reports.

PROPOSAL FORM

In compliance with the Notice Inviting Sealed Proposals, the undersigned hereby proposes and agrees to provide all the work and services herein described and to furnish all labor, materials, equipment, services, incident insurance necessary in accordance with the requirements of the City of Norwalk, and the undersigned agrees to perform the work and services herein mentioned to the satisfaction of and under the direction of the Director of Public Safety, or his/her designee, of the City of Norwalk duly appointed, and further agrees to enter into a contract in time, form and manner provided by law at the following prices with the understanding that the time within which the aforementioned work must be completed by the undersigned in the period ending in one year, starting from and after the date of execution of the contract agreement for **CAD/RMS Software System**.

Proposer shall set forth below his/her proposed method for determining fees to be charged the City (i.e., hourly rate(s), etc.), estimated time allocation per system service, module, or feature, and the estimated annual cost to the City. Pricing shall be presented in the following manner for each category.

CAD system services

- **Add-on/upgrade features**

RMS system services

- **Add-on/upgrade features**

Optional add-on/upgrade system modules and features

Data conversion

System creation, set-up and implementation

Training, trouble shooting, and

Annual maintenance, licensing renewal, upgrades

Required hardware

CERTIFICATION

The undersigned has carefully examined Request for Proposal documents pertinent to the referenced services, and further, being familiar with all other conditions affecting this Proposal, hereby agrees to furnish all labor, materials, equipment, etc., required to complete said services outlined in the specifications and other documents at the prices quoted on the Proposal Form.

Firm Name

Printed Name

Title

Authorized Signature

Date

Mailing Address

City

State

Zip Code

Telephone Number

Fax Number

NONCOLLUSION AFFIDAVIT

Proposer declares that the only persons or parties interested in this Proposal as principals are those named herein; that no officer, agent, or employee of the City is personally interested, directly or indirectly, in this Proposal; that this Proposal is made without connection to any other individual, firm, or corporation making a Proposal of the same work and that this Proposal is in all respects fair and without collusion or fraud.

Note: This questionnaire constitutes a part of the Proposal and signature on the signature portion of this Proposal shall constitute signature of this questionnaire.

In case of discrepancy between words and figures, the words shall prevail.

The names of all persons, firms, and corporations interested in the foregoing Proposal as principals as follows:

Pursuant to the requirements of Business and Professions Code Section 7028.15, the representations made in this bid are made under penalty of perjury.

The undersigned are prepared to satisfy the Council of the City of Norwalk of their ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with specifications set forth.

Company Name

Print Name

Title

Signature

Dated _____, 20____

APPENDICES

APPENDIX A

**SAMPLE AGREEMENT FOR
PROFESSIONAL SERVICES
(City of Norwalk)**

**THIS AGREEMENT is made and entered into this _____ day of _____,
2011, by and between the City of Norwalk, a municipal corporation (“City”) and
[insert name of Consultant], a [insert for of business entity, e.g. a California
corporation] (“Consultant”).**

R E C I T A L S

A. City desires to utilize the services of Consultant as an independent contractor to provide a Computer Aided Dispatch and Records Management System software system to City.

B. Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. City desires to retain Consultant and Consultant desires to serve City to perform these services subject to the terms contained herein.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Consultant’s Services.

1.1 Scope of Services. Consultant shall provide a Computer Aided Dispatch and Records Management System software system as assigned by the Director of Public Safety as more particularly described in the specifications of RFP 11-361, attached hereto and incorporated herein by this reference as though set forth in full.

1.2 Personnel. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

1.3 Party Representatives. For the purposes of this Agreement, the City Representative shall be the Director of Public Safety or such other person designated in writing by the Director (the "City Representative"). For the purposes of this Agreement, the Consultant Representative(s) shall be *[fill in appropriate representative]* (the "Consultant Representative").

1.4 Time of Performance. Consultant shall commence the services contemplated under this Agreement immediately upon receipt of a request for such services from the City Representative and shall perform and complete each task by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

2. Term of Agreement. The term of this Agreement shall commence on _____ and shall continue in full force and effect through and including _____, unless extended as provided hereinafter or sooner terminated as provided in Section 13 herein.

3. Compensation. Subject to the maximum sums hereafter provided, City shall pay Consultant for the services provided pursuant to this Agreement. The maximum amount of compensation which Consultant shall be entitled to receive pursuant to this Agreement is _____. City shall not withhold applicable federal or state payroll and other required taxes, or other authorized deductions from each payment made to the Consultant. No claims for additional services performed by Consultant will be allowed unless such additional work is authorized by the City Council in writing prior to the performance of such services or the incurrence of such expenses.

4. Method of Payment.

4.1 Invoices. Not later than the fifteenth (15th) day of each month, Consultant shall submit to City detailed invoices for all services performed and expenses incurred, if any, pursuant to this Agreement during the prior month. The invoices shall describe in detail the services rendered during the period and shall show the days worked, number of hours worked, the hourly rates charged, milestone achievements, and the services performed for each day in the period. City shall review such invoices and notify Consultant in writing within ten (10) business days of any disputed amounts.

4.2 Payment. City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the maximum amount set forth in Section 3.

4.3 Audit of Records. Upon City providing 24-hour prior notice, Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available to City for review and audit by the City. City may conduct such review and audit at any time during Consultant's regular working hours.

5. Standard of Performance. Consultant shall perform all services under this Agreement in accordance with the standard of care generally exercised by like professionals under similar circumstances and in a manner reasonably satisfactory to City.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant. Any alteration or reuse by City of any such materials on any project other than the project for which they were prepared shall be at the sole risk of City unless City compensates Consultant for such reuse.

7. Status as Independent Contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City, provided, however, that nothing contained in this provision shall be construed or interpreted so as to deprive Consultant of any and all defenses or immunities available to public officials acting in their official capacities. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 7.

8. Confidentiality. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant to any person or entity without prior written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

9. Conflict of Interest. Consultant and its officers, employees, associates and sub consultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant shall retain the right to perform similar services for other clients, but Consultant and its

officers, employees, associates and sub consultants shall not, without the prior written approval of the City Manager, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or sub consultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

10. Indemnification. Consultant agrees to indemnify, defend and hold harmless City, and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the Indemnification and Hold Harmless Agreement and Waiver of Subrogation and Contribution attached hereto as Exhibit A and incorporated herein by this reference. Consultant agrees that Consultant's covenant under this Section 10 shall survive the termination of this Agreement.

11. Insurance

11.1. Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, with an insurance company admitted to do business in California, rated "A" or better in the most recent Best's Key Insurance Rating Guide, and approved by City, (1) a policy or policies of broad-form commercial general liability insurance with minimum limits of \$1,000,000 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Consultant, its officers, employees, agents, and independent contractors in performance of services under this Agreement; (2) automobile liability insurance, with minimum combined single limits coverage of \$1,000,000; and (3) workers' compensation insurance with a minimum limit of \$1,000,000 or the amount required by law, whichever is greater. City, its officers, employees, attorneys, and designated volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability bodily injury and property damage coverages and automobile coverages with respect to liabilities arising out of Consultant's work under this Agreement.

11.2 Each insurance policy required by this Section 11 shall be endorsed as follows: (1) the insurer waives the right of subrogation against City and its officers, employees, agents and representatives; (2) the policies are primary and non-contributing with any insurance that may be carried by CITY; and (3) the policies may not be canceled or materially changed except after thirty (30) days prior written notice by insurer to CITY.

11.3 All insurance coverages shall be confirmed by execution of endorsements on the forms attached hereto and incorporated herein as Exhibits B, C and D. Consultant is required to file the completed policy endorsements with City on or before the Effective Date of this Agreement, and to thereafter maintain current endorsements on file with City. The completed endorsements are subject to the approval of City. If for any reason it shall not be possible to obtain endorsements on City's forms, the underlying insurance policies are nonetheless required to include the terms and conditions set forth on City's forms unless otherwise agreed by the City Manager.

12. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

13. Termination. City may terminate this Agreement for any reason without penalty or obligation on five (5) calendar days written notice to Consultant. Consultant may terminate this Agreement for any reason without penalty or obligation on five (5) calendar days written notice to City. Consultant shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and Consultant shall deliver all materials, reports, documents, notes, or other written materials compiled through the last working day the Agreement is in effect. Neither party shall have any other claim against the other party by reason of such termination.

14. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and City's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section. All notices shall be delivered to the parties at the following addresses:

If to City: City Clerk
 City of Norwalk
 12700 Norwalk Boulevard
 Norwalk, California 90650
 Fax: (562) 929-5773

With a copy to:

Director of Public Safety
City of Norwalk
12700 Norwalk Boulevard
Norwalk, California 90650
Fax: (562) 929-5564

If to Consultant: [Consultant Representative]
 [Consultant]
 [Street]
 [City], California [zip]
 Fax: (____) _____ - _____

15. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex,

marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

16. Non-Assignability; Subcontracting. Consultant shall not assign or subcontract all or any portion of this Agreement. Any attempted or purported assignment or sub-contracting by Consultant shall be null, void and of no effect.

17. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in the performance of this Agreement.

18. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Consultant constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Consultant, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

19. Attorneys' Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorneys' fees.

20. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

21. Entire Agreement. This Agreement, and any other documents incorporated herein by specific reference, represent the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

This Space Intentionally Left Blank – Signatures Begin on Next Page

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

CITY OF NORWALK

CONSULTANT

By: _____
Ernie V. Garcia, City Manager

By: _____
Name:
Title:

ATTEST:

By: _____
Name:
Title:

By: _____
Theresa Devoy, City Clerk

(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)

APPROVED AS TO FORM:

By: _____
Steve Dorsey, City Attorney

APPENDIX B

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
AND WAIVER OF SUBROGATION AND CONTRIBUTION**

Contract/Agreement/License/Permit No. or description: _____

Indemnitor(s) (*list all names*):

To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to protect, defend, indemnify, and hold harmless the City of Norwalk and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), resulting from any negligent act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Agreement") or the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against the Indemnitor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' active negligence or willful misconduct to the limited extent that the underlying Agreement is subject to Civil Code § 2782(a), or (b) the contracting public agency's active negligence to the limited extent that the underlying Agreement is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees.

City agrees to promptly inform Indemnitor in writing of any claim that City believes to be subject to this Indemnification Agreement.

Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent non-active negligence by the Indemnitees.

In the event there is more than one person or entity named in the Agreement as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

“Indemnitor”

Name_____

Name_____

By:_____

Its

By:_____

Its

**ADDITIONAL INSURED ENDORSEMENT
COMMERCIAL GENERAL LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes

liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, except after written notice to Public Agency, by first class mail not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Contractual Liability | <input type="checkbox"/> Explosion Hazard |
| <input type="checkbox"/> Owners/Landlords/Tenants | <input type="checkbox"/> Collapse Hazard |
| <input type="checkbox"/> Manufacturers/Contractors | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability |
| <input type="checkbox"/> Broad Form Property Damage | <input type="checkbox"/> Liquor Liability |
| <input type="checkbox"/> Extended Bodily Injury | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Broad Form Comprehensive | <input type="checkbox"/> _____ |
| <input type="checkbox"/> General Liability Endorsement | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative

(Original signature only; no facsimile signature or initialed signature accepted)

Phone No.: (____) _____

**ADDITIONAL INSURED ENDORSEMENT
AUTOMOBILE LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability

assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, or reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, or non-renewal except after written notice to Public Agency, by first class mail, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES

POLICY PERIOD FROM/TO

LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- | | |
|--|--|
| <input type="checkbox"/> Any Automobiles | <input type="checkbox"/> Truckers Coverage |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles | <input type="checkbox"/> Public Livery Coverage |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____ |
| <input type="checkbox"/> Garage Coverage | <input type="checkbox"/> _____ |

12. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

13. This is an occurrence or claims made policy (*check one*).

14. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20____

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____

**ADDITIONAL INSURED ENDORSEMENT
EXCESS LIABILITY**

Name and address of named insured ("Named Insured"):

Name and address of Insurance Company ("Company"):

General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Norwalk ("Public Agency"), its officials, officers, attorneys, agents, employees, and volunteers are additional insureds ("Above-Named Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Above-Named Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Above-Named Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Above-Named Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Above-Named Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless

provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Above-Named Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, material change in coverage, reduction of limits (except as the result of the payment of claims) below \$1,000,000 combined single limit, when added to the primary coverage to which the excess policy applies, or non-renewal except after written notice to Public Agency, by certified mail, return receipt requested, not less than thirty (30) days prior to the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Above-Named Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent non-active negligence by the Above-Named Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to Public Agency at:

City Clerk
City of Norwalk
12700 Norwalk Blvd.
P.O. Box 1030
Norwalk, CA 90651-1030

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH
THIS ENDORSEMENT ATTACHES

POLICY PERIOD
FROM/TO

LIMITS OF
LIABILITY

- Following Form
- Umbrella Liability
- _____

11. Applicable underlying coverages:

<u>INSURANCE COMPANY</u>	<u>POLICY NO.</u>	<u>AMOUNT</u>
--------------------------	-------------------	---------------

12. The following inclusions, exclusions, extensions or specific provisions relate to the above coverages:

13. A deductible or self-insured retention (*check one*) of \$ _____ applies to all coverage(s) except: _____ (*if none, so state*).

The deductible is applicable per claim or per occurrence (*check one*).

14. This is an occurrence or claims made policy (*check one*).

15. This endorsement is effective on _____ at 12:01 A.M. and forms a part of Policy Number _____.

I, _____ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed _____, 20

Signature of Authorized Representative
(*Original signature only; no facsimile signature or initialed signature accepted*)

Phone No.: (____) _____