Council Date: July 7, 2008

July 2, 2008

THE HONORABLE CITY COUNCIL
Palo Alto, California

RE: Approval of Scope of Services and Agreement for Not to Exceed $50,000 for a One Year Term with Police Auditor (OIR Group) to Investigate Children’s Theater Police Investigation

Dear Members of the Council:

On June 9, 2008, the City Council directed the City Attorney to negotiate a Scope of Services with the Police Auditor for an investigation of the Police Department’s investigation of the Children’s Theater. The City Attorney combined all the questions raised by the Council, staff, and residents into a Scope of Services. The Council may wish to modify the language used in the questions. The Scope of Services was attached to our standard form contract. The contract was discussed with the Police Auditor. The Police Auditor agreed to respond to all questions raised. The Police Auditor will provide the final report to the entire City Council with a copy to the City Attorney. The Agreement is for not to exceed $50,000. A copy of the entire agreement is attached as Exhibit “1”.

The Police Auditor reports to the Council, thus Council may request an investigation by the Police Auditor. The Police Auditor will be acting independently in this investigation. The City Attorney will not be directing the Police Auditor. The Police Auditor will be available at the meeting of July 7th to discuss this investigation with the Council. The Council should feel free to make any changes they deem appropriate to the Scope of Services.

The Administrative Services Director has indicated that funds are available in the 2008-2009 Council Contingency to cover this expense.

Respectfully submitted,

GMB:mb
Enclosure
cc: Frank Benest, City Manager
    Steve Emslie, Deputy City Manager
    Kelly Morariu, Deputy City Manager
EXHIBIT “1”

CITY OF PALO ALTO CONTRACT NO. ______

AGREEMENT BETWEEN THE CITY OF PALO ALTO AND
OIR GROUP FOR PROFESSIONAL SERVICES
(Police Auditor)

This AGREEMENT is entered into ____________, by and between the CITY OF
PALO ALTO, a chartered city and a municipal corporation of the State of California (“CITY”),
Michael J. Gennaco and Robert Miller doing business as OIR Group, located at 4900 South Eastern
Avenue, Suite 204, Commerce, California 90040 (collectively referred to as “CONSULTANT”).

RECITALS

The following recitals are a substantive portion of this Agreement.

A. CITY desires to engage a consultant to perform auditing services for the City’s Police
Department (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications,
and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the
Services as more fully described in Exhibit “A,” attached to and made a part of this Agreement.

D. CONSULTANT has agreed to perform the Services on the terms and conditions contained in this
Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and
conditions, this Agreement, the parties agree:

AGREEMENT

Section 1. SCOPE OF SERVICES. CONSULTANT shall perform the Services described in
Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The
performance of all Services shall be to the reasonable satisfaction of CITY.

SECTION 2. TERM. The term of this Agreement shall be for one (1) year from the date of its full
execution unless terminated earlier pursuant to Section 20 of this Agreement.

SECTION 3. SCHEDULE OF PERFORMANCE. Time is of the essence in the performance of
Services under this Agreement. Any Services for which times for performance are not specified
in this Agreement shall be commenced and completed by CONSULTANT within the term of this
agreement in a reasonably prompt and timely manner based upon the circumstances and direction
communicated to the CONSULTANT. Any agreement by City to extend the term or the schedule for
performance must be given in writing prior to the expiration of this Agreement and shall not
preclude recovery of damages for delay if the extension is required due to the fault of
CONSULTANT.

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SECTION 4. NOT TO EXCEED COMPENSATION. The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A,” including both payment for professional services and reimbursable expenses, shall not exceed a total of fifty thousand dollars ($50,000.00). The applicable rates and schedule of payment are set out in Exhibit “B,” entitled “COMPENSATION,” which is attached to and made a part of this Agreement.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “B”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described in Exhibit “A”.

SECTION 5. INVOICES. In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the CONSULTANT’s billing rates (set forth in Exhibit “B”). If applicable, the invoice shall also describe the percentage of completion of each task. The information in CONSULTANT’s payment requests shall be subject to verification by CITY.

SECTION 6. QUALIFICATIONS/STANDARD OF CARE. All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

SECTION 7. COMPLIANCE WITH LAWS. CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

CONSULTANT shall report immediately to the CITY’s project manager, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

All documentation prepared by CONSULTANT shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.
SECTION 8. ERRORS/OMISSIONS. CONSULTANT shall correct, at no cost to CITY, any and all errors, omissions, or ambiguities in the work product submitted to CITY, provided CITY gives notice to CONSULTANT.

SECTION 9. INDEPENDENT CONTRACTOR. It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of the CITY. The manner and means of conducting the Services are the responsibility of and under the control of CONSULTANT, except to the extent they are limited by applicable law and the express terms of this Agreement.

CONSULTANT will be responsible for employing or engaging all persons necessary to perform the Services. All contractors and employees of CONSULTANT are deemed to be under CONSULTANT’s exclusive direction and control. CONSULTANT shall be responsible for their performance.

SECTION 10. ASSIGNMENT. The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT’s obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

SECTION 11. SUBCONTRACTING. CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

SECTION 12. PROJECT MANAGEMENT. CONSULTANT will assign Michael J. Gennaco as the project director to have supervisory responsibility for the performance, progress, and execution of the Services. If circumstances or conditions subsequent to the execution of this Agreement cause the substitution of the project director or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY’s project manager. CONSULTANT, at CITY’s request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property. CONSULTANT’s report shall not be utilized by CITY for the purpose of discipline.

The City Attorney will represent CITY for all purposes under this Agreement. The City Attorney is designated as the project manager for the CITY. The project manager will be CONSULTANT’s point of contact with respect to performance, progress and execution of the Services. The CITY may designate an alternate project manager from time to time. The final report will be provided directly to the City Attorney and the City Council.

SECTION 13. DUTIES OF CITY. To assist CONSULTANT in the performance of the Services, CITY will furnish or cause to be furnished the specified services and/or documents described in
Exhibit "A" and such other available information as may be reasonably requested by CONSULTANT.

SECTION 14. OWNERSHIP OF MATERIALS. All drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed or discovered by CONSULTANT or any other person engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of CITY without restriction or limitation upon their use. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the city manager or designee.

SECTION 15. AUDITS. CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT’s records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

SECTION 16. INDEMNITY. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an “Indemnified Party”) from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements (“Claims”) to the extent that such Claims result from, arise out of or are in any manner related to any negligent act or omission or the willful misconduct, whether active or passive, of CONSULTANT, its officers, employees, agents or contractors in the performance of this Agreement.

The acceptance of CONSULTANT’s services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

SECTION 17. WAIVERS. The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

SECTION 18. INSURANCE.

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming the City of Palo Alto as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with Best’s Key Rating Guide ratings of A-/VII or higher which are admitted to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform
Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY’s Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days’ prior written notice of the cancellation or modification, CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY’s Purchasing Manager during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT’s liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

SECTION 19. WORKERS’ COMPENSATION. CONSULTANT, by executing this Agreement, certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and certifies that it will comply with such provisions, as applicable, before commencing and during the performance of the Services.

SECTION 20. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.

20.1. The city manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving ten (10) days’ prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

20.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving ten (10) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

20.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

20.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT,
CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT’s services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion.

20.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

SECTION 21. NOTICES.

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk
City of Palo Alto
P.O. Box 10250
Palo Alto, CA 94303

With a copy to the Purchasing Manager.

To CONSULTANT: Attention of Michael J. Gennaco
at the address of CONSULTANT recited above

SECTION 22. CONFLICT OF INTEREST

22.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

22.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

22.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

SECTION 23. NONDISCRIMINATION. As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT agrees that in the performance of this Agreement, it shall not discriminate in the employment of any person because of the race, skin color, gender, age, religion, disability, national origin, ancestry, sexual orientation, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Chapter 2.28 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Chapter
2.28 pertaining to nondiscrimination in employment, including completing the form furnished by CITY and set forth in Exhibit "D".

SECTION 24. MISCELLANEOUS PROVISIONS.

24.1. This Agreement will be governed by the laws of the State of California.

24.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California or in the United States District Court for the Northern District of California in the County of Santa Clara, State of California.

24.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action.

24.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

24.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and CONSULTANTS, as the case may be, of the parties.

24.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

24.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

24.8. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This Section 24.8 shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.
IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

APPROVED AS TO FORM:  

Deputy City Attorney

APPROVED:

Director of Administrative Services

CITY OF PALO ALTO

City Manager

OIR GROUP

By: _______________________

Name: ____________________

Title: ______________________

(If corporation: President or Vice-President)

By: _______________________

Name: ____________________

Title: ______________________

(If corporation: Secretary or Treasurer)

Taxpayer Identification No.

(Compliance with Corp. Code § 313 is required if the entity on whose behalf this contract is signed is a corporation. In the alternative, a certified corporate resolution attesting to the signatory authority of the individuals signing in their respective capacities is acceptable)

Attachments:

EXHIBIT “A”: SCOPE OF WORK
EXHIBIT “B”: COMPENSATION
EXHIBIT “C”: INSURANCE
EXHIBIT “D”: NONDISCRIMINATION COMPLIANCE FORM
EXHIBIT “A”

SCOPE OF SERVICES

Consultant shall respond to the following questions in the form of a report provided directly to the City Council with a copy to the City Attorney:

1. Was there probable cause for the criminal investigation?
2. Was the Police Department’s response appropriate as the investigation developed?
3. When did the police learn that there were no receipts from 2000 to 2004?
4. Who authorized no receipts from 2000 to 2004 and how were no receipts requested by the City?
5. Why in 2005 were receipts furnished again?
6. When did the police learn about the statute of limitations problem and from whom?
7. Should the police have realized the statute of limitations problem on their own?
8. Was the investigation unnecessarily prolonged after Deputy District Attorney Lowney informed the Palo Alto Police Department of the legal problems with the case?
9. Was there ever a legal opinion [given] to the Chief of Police justifying the assertion that the transfer of the used theatre costumes to The Friends of the Children’s Theatre was a transfer of city assets which is inappropriate or unlawful?
10. Was the Children’s Theatre authorized by higher officials, either implicitly or explicitly, to make the used costume transfers to The Friends of the Children’s Theatre?
11. Did the police take into account that the value of the costumes was significantly diminished because they were used?
12. What explanation is there for why the Children’s Theatre was closed in January?
13. In January, why did the City Manager’s office review the first press release put out by the Police Chief before it was released?
14. Why and with what authority did the Police Chief include in the May 15th press release that the City’s administrative investigation will continue and staffing of the theatre will remain the same until further notice?
15. If appropriate, what recommendations are there for changes to police procedures and policies?
16. If traveler’s checks were omitted from the initial inventory after the burglary did the police jump to the conclusion that the omission was an attempt to cover up embezzlement?
17. What evidence supports the police report’s proposition that the staff deliberately withheld information about the stolen traveler’s checks?
18. Is it standard police policy to refuse to meet with potential witnesses if they request to have an attorney accompany them?
19. Why did the Palo Alto Weekly determine the burglar’s whereabouts and not the police?
20. Why did the Police Department lose interest in the initial burglary?
21. Where did the $10,460 in funded travelers checks come from?
22. Did the police ignore the Deputy District Attorney’s comments that it is hard to establish embezzlement since the checks had not been cashed?
23. What was the rationale for closing down the theatre with [by the] police force and was the advice of senior staff ignored?
24. Was the history of costume sales and additional performances ignored or accepted?
25. Was the information from the interview with Leon Kaplan in Texas distorted, disregarded, or otherwise dismissed?
26. Is it customary for the police to show up unannounced to interview someone not presumed to be connected with a crime?
27. Is it standard Palo Alto Police Department policy to release affidavits while a police investigation is pending?
28. Did the release of affidavits during the investigation hurt any individual’s right to privacy?
29. Did the release of the police report violate any of the Theatre staff’s rights to a fair hearing, or deny them the customary consideration of innocence?
30. Did the City objectively handle the case?
31. Was Sgt. Yore adequately supervised throughout the investigation?
32. Did the police extend the investigation by failing to enlist the assistance of the City Auditor’s staff?
33. Did the police extend the investigation by failing to discuss reimbursements with The Friends of the Palo Alto Children’s Theatre?
34. Did the police presuppose guilt?
35. Was there precedent or a sound basis for prohibiting Theatre staff from speaking with furloughed staff or each other?
36. Was the City Manager part of the investigation?
37. Did the City Manager approve the Police Chief’s press statements?
38. Did the City Manager urge Sergeant Yore to go to Texas?
39. Did Assistant City Manager Emily Harrison have a role in the investigation?
40. Should the City Manager and City Attorney have overseen the investigation?
41. Did the police consider if the City had given either explicit or implicit approval to conduct the costume sales?
42. Why didn’t the police interview members of the Theatre’s board?
43. Did the police take into account Deputy District Attorney Lowney’s conclusion that there was no embezzlement because property never left the theatre?
44. When did the police learn there were statute of limitations issues and did they pursue the investigation after having learned of them?
45. Why did the Police Department’s decide to release Sergeant Yore’s report and who decided to release it?
46. Why was the police report on the internet?
47. Why is the last investigative action in the police report from October 2007?
48. Why did the police fail to redact the names of Lalo Perez and Richard James, and the personal information of Pat Briggs from the police report?
EXHIBIT “B”
COMPENSATION

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on Consultant’s hourly billing rates up to the not to exceed budget amount for each task set forth below. The hourly billing rate for Michael Gennaco is $205.00 per hour and the hourly billing rate for Robert Miller is $180.00 per hour.

The compensation to be paid to CONSULTANT under this Agreement for all services described in Exhibit “A” (“Basic Services”) and reimbursable expenses, including travel, shall not exceed $50,000. CONSULTANT agrees to complete all Services, including reimbursable and travel expenses, within these amounts. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.
EXHIBIT "C"
[INSURANCE CERTIFICATE]

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, AFFORDED BY COMPANIES WITH A BEST'S KEY RATING OF A-VII, OR HIGHER, LICENSED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.

CONTRACT IS CONTINGENT ON COMPLIANCE WITH CITY’S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

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<th>REQUIRED</th>
<th>TYPE OF COVERAGE</th>
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<th>MINIMUM LIMITS</th>
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<td>WORKER’S COMPENSATION</td>
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<td>ALL DAMAGES</td>
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THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED: BIDDER, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY BIDDER AND ITS SUBCONTRACTORS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS’ COMPENSATION, EMPLOYER’S LIABILITY AND PROFESSIONAL INSURANCE, NAMING AS ADDITIONAL INSURES CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.

I. INSURANCE COVERAGE MUST INCLUDE:
   A. A PROVISION FOR A WRITTEN THIRTY DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
   B. A CONTRACTUAL LIABILITY COVERAGE PROVIDING INSURANCE COVERAGE FOR CONTRACTOR’S AGREEMENT TO INDEMNIFY CITY

II. SUBMIT CERTIFICATE(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE, OR COMPLETE THIS SECTION AND IV THROUGH VI, BELOW.
   A. NAME AND ADDRESS OF COMPANY AFFORDING COVERAGE (NOT AGENT OR BROKER):
   B. NAME, ADDRESS, AND PHONE NUMBER OF YOUR INSURANCE AGENT/BROKER:
   C. POLICY NUMBER(S):
   D. DEDUCTIBLE AMOUNT(S), IF APPLICABLE.

080626 mb 0110959 EXHIBIT C
Exhibit “D”

CERTIFICATION OF NONDISCRIMINATION

FORM 410

Certification of Nondiscrimination:

As suppliers of goods or services to the City of Palo Alto, the firm and individuals listed below certify that they do not discriminate in employment with regards to age, race, color, religion, sex, national origin, ancestry, disability, or sexual preference; that they are in compliance with all Federal, State, and local directives and executive orders regarding nondiscrimination in employment.

THE INFORMATION HEREIN IS CERTIFIED CORRECT BY SIGNATURE(S) BELOW.

Firm: __________________________________________

Signature: _______________________________________

Name: __________________________________________

(PRINT OR TYPE NAME)