



CITY OF EL SEGUNDO  
FINANCE DEPARTMENT  
350 Main Street  
El Segundo, CA 90245

### **REQUEST FOR PROPOSAL**

PROPOSAL NUMBER: 24-01  
PROPOSAL TITLE: Professional Auditing Services  
REQUESTING DEPARTMENT: Finance  
RELEASE DATE: January 18, 2024

**DUE DATE: February 22, 2024, no later than 2:00PM**

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 350 Main Street Room 5, El Segundo, CA 90245-3813 until 2:00PM (PST), February 22, 2024.

**Late proposals will not be accepted.**

Interested parties may obtain a copy of this RFP by accessing the City of El Segundo website:

<https://www.elsegundo.org/government/departments/city-clerk/bid-rfp>

Any and all updates, addenda, questions and answers and changes to this RFP will be distributed through the Bid/RFP webpage. The city will not be held responsible or liable if interested bidders or proposals miss any information relevant to this RFP

**CITY OF EL SEGUNDO  
REQUESTS FOR PROPOSALS  
PROFESSIONAL AUDITING SERVICES # 24-01  
January 2024  
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## I. Introduction

### A. General Information

The City El Segundo is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the three fiscal years ending June 30, 2024, 2025, and 2026, with the option of auditing its financial statements for each of the two (2) subsequent fiscal years, in addition to performing other financial audits and reviews as specified below. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits contained in *Government Auditing Standards (1994)* issued by the Comptroller General of the United States, and the U.S. Office of Management and Budget (OMB) Circular A-133 *Audits of State and Local Governments and Non-Profit Organizations*.

There is no expressed or implied obligation for the City of El Segundo to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. Materials submitted by respondents are subject to public inspection under the California Public Records Act (Government Code Sec. 6250 et seq.), unless exempt.

To be considered, six (6) copies of a proposal clearly marked “RFP 24-01 Professional Auditing Services” and contained in a sealed envelope shall be received no later than 2:00 p.m. (PDT), February 22, 2024 at the following address:

City of El Segundo  
Office of the City Clerk  
350 Main Street, Room 5  
El Segundo, California 90245

Proposals received after the schedule submittal deadline will not be accepted and may be returned at the proposer’s expense.

The City of El Segundo reserves the right to reject any or all proposals submitted, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items. The successful finalists may be required to submit additional copies of the proposal.

During the evaluation process, the City of El Segundo reserves the right, where it may serve the City of El Segundo’s best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the City of El Segundo, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of El Segundo reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected is not. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of El Segundo and the firm selected.

It is anticipated the selection of a firm will be completed by March 14, 2024. Following the notification of the selected firm, a recommendation and proposed contract will be prepared for review and approval by the City Council in the second regular meeting in March 2024.

## B. Term of Engagement

It is the intent of the City to contract for the services presented herein for a term of three (3) years. The City of El Segundo reserves the right to extend the term of this contract for two (2) additional one-year terms subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm.

The proposal package shall present all-inclusive audit fees for each year of the contract term.

## II. Nature of Services Required

### A. General

The City of El Segundo is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the three fiscal years ending June 30, 2024, 2025, and 2026, with the option of auditing its financial statements for each of the two (2) subsequent fiscal years (2027 and 2028). These audits are to be performed in accordance with the provisions contained in this request for proposals.

### B. Scope of Work to be Performed

The City of El Segundo desires the auditors to express an opinion on the fair presentation of the City's general purpose financial statements in conformity with generally accepted accounting principles.

The City of El Segundo also desires the auditors to express an opinion on the fair presentation of the City's combining and individual fund and individual account group financial statements and supplemental schedules in conformity with generally accepted accounting principles. The auditors are not required to audit the supporting schedules contained in the annual comprehensive financial report. However, the auditors must provide an "in-relation-to" report on the supporting schedules based on the auditing procedures applied during the audit of the general purpose financial statements and schedules. The auditors are not required to audit the statistical section of the report.

The auditor is also required to audit the schedule of expenditures of federal financial assistance. This information should be subject to the auditing procedures applied in the audit of the basic financial statements and in accordance with Governmental Auditing Standards, the federal Single Audit Act and (OMB) Circular A-133. The auditor is to provide an opinion of the fair presentation of this schedule in relation to the basic financial statements taken as a whole.

### C. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants; the standards for financial audits set forth in the U.S. General Accounting Office's *Government Auditing Standards*; the provisions of the federal Single Audit

Act of 1984 as amended; and the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

#### D. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the audit firm shall issue the following reports:

1. The City of El Segundo desires the preparation of the City Annual Comprehensive Financial Report (ACFR) in full compliance with GASB 34 and all other GASB pronouncements. The audit firm will render their auditor's report on the basic financial statements which will include the Government-Wide Financial Statements and the Fund Financial Statements. The City can print the final ACFR for distribution.
2. The City of El Segundo will continue to send its ACFR to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program, and to the California Society of Municipal Finance Officers for review in its Award for Outstanding Financial Reporting program. The auditors will be required to provide special assistance to the City of El Segundo to meet the requirements of those programs.
3. A separate Single Audit Report on grant activities, internal controls over financial reporting and compliance performed in accordance with the U.S. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations. The report will include the appropriate schedule of expenditures of federal awards, footnotes, findings and questioned costs, including reportable conditions and material weaknesses, and follow up on prior audit findings where required.
4. A separate management letter (SAS 114) that include disclosures of material and non-material weaknesses in internal controls, disclosures of violations of finance-related legal and contractual provisions, and auditors recommendations for financial and program management improvements. City staff comments addressing any issues disclosed, such as a material weakness, will be incorporated in the report.
5. A separate management letter (SAS 115) that includes an overview on the scope of the audit and the firms' responsibility under U.S. GAAS; any misstatements, audit adjustments or significant audit findings; and any difficulties encountered during the audit including disagreements with management.
6. A separate report on the City's calculation of the Gann Limit.
7. The Annual State Controller's Report for the City of El Segundo.

#### E. Special Considerations

1. The City of El Segundo desires an additional 50 hours of executive time for research and assistance concerning accounting and other technical matters each year. These hours are above and beyond the professional time associated with the audit.

#### F. Working Papers Retention and Access to Working Papers

All working papers and reports must be retained, at the auditors' expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of El Segundo of the need to extend the retention period. The auditors will be required to make available all original working papers for examination, upon request, to the City of El Segundo or any federal and state agencies designated by the City.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

#### G. Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the following parties: Chief Financial Officer; City Manager; and the City Attorney.

### III. Description of the Government

#### A. Name and Email Address of Contact Person/Organizational Chart

The auditors' principal contact with the City of El Segundo will be the Finance Manager, Vicky (Wei) Cao, who will coordinate the assistance to be provided by the City of El Segundo to the auditors. The City El Segundo Finance Department is located at 350 Main Street, El Segundo, California. Ms. Cao can be reached via email at [wcao@elsegundo.org](mailto:wcao@elsegundo.org)

#### B. Background Information

The City of El Segundo is located 14 miles southwest of Downtown Los Angeles, adjacent to the Los Angeles International Airport. The City was incorporated January 18, 1917, as a general law city, with the Standard Oil Company of California refinery as the major industrial taxpayer and employer. The substantial petroleum base of the local economy remains evident, although the defense industry emerged as a major segment during World War II. Aerospace experienced rapid growth during the early 1980's and accounted for a significant share of El Segundo's industrial growth during those years. The available commercial/industrial space is now attracting new business-to-business retail and services segments and is providing new opportunities to diversify and enhance the revenue sources of the City.

With a daytime population estimated at 67,000 persons, El Segundo is an employment center of regional and statewide significance. Many geographic and regional aspects contribute to the City's appeal to the business community. The City borders the Century Freeway (105) on the north and the San Diego Freeway (405) on the east, both of which provide linkages to the other major freeways traveling north, south and east. Additionally, the city is adjacent to the Los Angeles International Airport and is within 15 miles of the Port of Los Angeles.

The City operates many community facilities including one Police Station, and two Fire Stations. In addition, the City provides the following facilities: one main library; the Joslyn Senior Center; the Teen Center; the Lakes at El Segundo golf course (operated by Topgolf); and fourteen parks, including Recreation Park, the largest in the City, which houses the George E. Gordon Clubhouse, Teen Center, and Joslyn Center where the majority of recreation classes and activities are held.

The City has a Council-Manager form of government, with five Council members and a City Manager. Members of the City Council are elected to alternating four-year terms. Other elected positions include the City Clerk and City Treasurer, both of whom also serve four-year terms. The City government is operated on a Civil Service system of merit appointments and promotions. The positions of City Manager and City Attorney are appointed by and serve at the pleasure of the City Council. Department Heads are appointed by and serve at the will of the City Manager. All other positions are filled by appointment, based on structured, competitive examinations. Currently, the City has 418 authorized full-time and full-time equivalent positions, which provide all municipal services including Administrative Support Services, Planning and Building Safety, Police, Fire, Recreation and Parks, Library, and Public Works.

For Fiscal Year 2023-2024 El Segundo has an operating budget of \$162 million across all funds. The General Fund, which includes public safety, library, recreation and parks, planning and other functions, makes up \$88.4 million of the total. While City operations generate revenue from various public services such as permitting and recreational activities, the core revenues for the General Fund are from taxes: sales tax (\$14.8 million); business tax (\$14.3 million); transient occupancy tax (\$12.8 million); property tax (\$12.5 million); and utility user’s tax (\$10.6 million). The balance of the budget is attributed to funds for miscellaneous services and grants.

An organizational chart (Exhibit A) is attached.

C. Fund Structure

The City of El Segundo uses the following fund types and account groups in its financial reporting:

<u><i>Fund Type/Account Group</i></u>	<u><i>Number of Individual Funds</i></u>
General Fund	1
Special Revenue Funds	25
Debt Service Funds	2
Capital Projects Funds	11
Enterprise Funds	2
Internal Service Funds	3
Component Unit	1
General Fixed Assets Account Group	1
General Long-Term Debt Account Group	1

D. Budgetary Basis of Accounting

The City of El Segundo prepares its budgets on a basis consistent with generally accepted accounting principles.

E. Component Units

The City of El Segundo is defined, for financial reporting purposes, in conformity with the Governmental Accounting Standards Board’s *Codification of Governmental Accounting and*

Financial Reporting Standards, Section 2100. Using these criteria, component units are included in the City of El Segundo's financial statements.

The management of the City of El Segundo has identified the Park Vista Housing Authority as component units for inclusion in the City of El Segundo's financial statements.

F. Finance Operations

The Finance Department, headed by the Chief Financial Officer, Paul Chung, consists of 19 positions and includes three divisions: Administration, Accounting Services and Business Services. The principal functions performed and the number of employees assigned to each is as follows:

<u>Function</u>	<u># of Employees</u>
Administrative	3
Business Services	8
Accounting Services	8

Under the City's general law form of government, the City Manager is responsible for all financial matters and reports directly to the City Council. Reporting directly to the City Manager, the Chief Financial Officer manages the day-to-day operations of financial administration.

G. Computer System

The City of El Segundo's data infrastructure resides at an offsite colocation facility using Nutanix (hardware) on a hyper-converged virtual environment. VMWare virtual desktops in a customized configuration. Server operating systems are standardized on Windows Server 2019, Desktops use Windows 10 Professional. The environment is secured by clustered Palo Alto firewalls, all endpoints are running CrowdStrike Falcon at the OS level. Office 365 is used for productivity across the city and Tyler Technologies EDEN system is used for financial, purchasing and accounting services. Various other services are used for utility billing, point of sale and the issuance of permits and licenses.

H. Availability of Prior Reports and Work Papers

The CLA (CliftonLarsonAllen LLP) in Irvine, California conducted the City's most recent audit. The City will use its best efforts to make prior audit reports and supporting working papers available to proposers to aid their response to this request for proposals.

**IV. Time Requirements**

The City reserves the right to make changes to the below schedule, but plans to adhere to the implementation of this bid process as follows:

A. Proposal Calendar

Request for Proposals Issued	January 18, 2024
<b>Due Date for Proposals</b>	<b>February 22, 2024 (2:00 PM)</b>
Questions Deadline	February 1, 2024 (5:00 PM)

Answers to Questions  
Proposal Evaluation  
Interview and Selection of Firm

February 6, 2024 (5:00 PM)  
February 26 – 29, 2024  
March 4 – 7, 2024

B. Notification of Contract Dates

Notice of Intent to Award	March 2024
Contract Awarded by City Council	March 19, 2024

C. Audit Schedule for fiscal year ending June 30, 2024

Written work plan and schedule	June/July each year
Interim Fieldwork	Mid May/ Early June each year
Final Audit Fieldwork	Mid October each year

D. Report Completion Dates

Management Letter Comments	No later than end of December, each year
Report on the Gann Limit Calculation	No later than end of December, each year
Single Audit Report	No later than end of December, each year
ACFR	No later than end of December, each year
State Controller's Report	No later than end of December, each year

**V. Assistance to be Provided to the Auditors and Report Preparation**

A. Finance Department

The Finance Department staff and other responsible City personnel will be available during the audit to assist the firm by providing information, documentation and explanation. A finance staff member will be assigned as the 'point of contact' to co-ordinate the auditing process. The Finance Department staff will be able to provide electronic copies of ledgers and trial balances. We will also be able to provide certain reports in Excel format to assist with certain testing required during the audit. The preparation of confirmation letters will be the responsibility of City of El Segundo staff.

B. Schedules and Working Papers

The City's Finance Department staff will prepare most of the Prepared by Client (PBC's) working papers and lead scheduled normally required for the annual audit. The list of PBC's required by the auditors shall be provided in writing to the City during the interim audit.

The City encourages questions from the audit staff. Audit staff should also be sensitive to City staff's working schedules and timelines in obtaining required information.

C. Work Area, Telephones and Photocopying

The City of El Segundo will provide the auditors with reasonable workspace, desks and chairs. The auditors will also be provided access to telephones and photocopying.

D. Report Preparation

Report preparation, editing and typing of reports listed above shall be the responsibility of the auditors. The auditors shall print 10 copies of the ACFR and the single audit report.

**VI. Proposal Requirements**

A. General Requirements

1. All questions with regards to the request for proposals must be submitted by 5:00 PM on February 1, 2024, via email to:

Vicky (Wei) Cao, Finance Manager  
E-mail [wcao@elsegundo.org](mailto:wcao@elsegundo.org)

The email subject line item must be title “RFP 24-01 Professional Auditing Services”

Responses to all questions will be posted on our website by end of day on February 6, 2024.

**Contact with personnel of the City other than Ms. Cao regarding this proposal may be grounds for elimination from the selection process. Ms. Cao will use her discretion if they wish the proposer to consult with any other staff members.**

2. Submission of Proposals

To be considered, proposer must submit six (6) hard copies of their proposal in a sealed envelope with the name and address of the company submitting the proposal and it should be clearly marked with the words “**Request for Poposal #24-01**” and the title “**Professional Auditing Services**” no later than 2:00 P.M. PST on **February 22, 2024**, at the following address:

City of El Segundo  
City Clerk’s Office  
350 Main Street, Room 5  
City of El Segundo, CA 90245-3813

- a. Title Page

Title page showing the request for proposal’s subject; the firm’s name; the name, address and telephone number of a contact person; and the date of the proposal.

- b. Table of Contents

Include clear identification of the material by section and page number.

- c. Transmittal Letter

A signed letter of transmittal briefly stating the proposer’s understanding of the work to be done; the commitment to perform the work within the time period; a statement why the firm believes itself to be best qualified to perform the engagement; and a statement that the proposal is a firm and irrevocable offer.

d. Detailed Proposal

The detailed proposal should follow the order set forth in Section VI-B of this request for proposals.

e. Bid Amount – Proposed Fees

The bid amount for the proposed fees should follow the order set forth in Section VI-C of this request for proposal. Proposers are requested to provide a total all-inclusive maximum audit fee for the three years plus the two one-year options, for performing the audit engagement as described in this request for proposal.

B. Technical Qualifications

1. General Requirements

The purpose of the technical aspect of the proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of El Segundo in conformity with the requirements of this request for proposals. As such, the substance of the proposals will carry more weight than the form or manner of presentation. The technical aspect of the proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to the engagement. It should also specify an audit approach that will meet the requirements outlined in the request for proposals.

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

2. Independence

The firm should provide an affirmative statement that it is independent of the City of El Segundo as defined by the U.S. General Accounting Office's Standards for Audit of Governmental Organizations, Programs, Activities and Functions (1988), as amended.

The firm should provide an affirmative statement that it is independent of all of the component units of the City of El Segundo as defined by those same standards.

The firm should also list and describe the firm's professional relationships involving the City of El Segundo or any of its component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the City of El Segundo written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in California

An affirmative statement should be included indicating that the firm and all key professional staff are properly licensed to practice in California.

#### 4. Firm's Qualifications and Experience

The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

#### 5. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in California. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

The firm should provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff assigned to the engagement. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the City of El Segundo. However, in either case, the City of El Segundo retains the right to approve or reject replacements. Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

It is the City's desire to retain, as much as possible, a consistent audit manager or senior in-charge of the engagement.

6. Similar Engagements with Other Government Entities

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 5) performed in the last five years that are similar to the engagement described in this request for proposals. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement, partners, total hours, and the name and telephone number of the principal client contact. Also indicate whether the audit was a part of the Annual comprehensive financial report prepared in conformance with GASB 34 requirements and if the client prepared their own financial statements (PBC) or if the firm prepared the financial statements (PBA). Information should be provided regarding these client references that have received the GFOA and CSMFO awards.

7. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposals. In developing the work plan, reference should be made to such sources of information as the City's budget and related materials, council minutes, organizational charts, manuals, programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement.
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- c. Sample sizes and the extent to which statistical sampling is to be used in the engagement.
- d. Extent of use of software in the engagement.
- e. Type and extent of analytical procedures to be used in the engagement.
- f. Approach to be taken to gain and document an understanding of the City of El Segundo's internal controls structure.
- g. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- h. Approach to be taken in drawing audit samples for purposes of tests of compliance.
- i. Approach to be taken to ensure timely communication with the City regarding corrections to be made.
- j. Approach to be taken to ensure that agreed upon deadlines for submission of reports to the City will be met.

8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of El Segundo.

C. Price

1. Itemized of Total All-inclusive Maximum Price

The price should contain all information relative to performing the audit engagement as described in this request for proposals. The itemized of total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses and additional services.

The City of El Segundo will not be responsible for expenses incurred in preparing and submitting the proposal. Such costs should not be included in the proposal.

2. Anticipated Rates Times the Hours for Each Partner, Specialist, Supervisory and Staff Level to be assigned to the Engagement

The price should include a schedule of professional fees and expenses for each of the three (3) years, plus the two one-year options, presented in the format provided in the attachment (Exhibit B), that supports the total all-inclusive maximum price. The cost of special services described in Section II E of this request for proposals should be disclosed as separate components of the total all-inclusive maximum price.

3. Out-of-Pocket Expenses Included in the Total All-inclusive Maximum Price

Out-of-pocket expenses for firm personnel should be presented in the format provided in the attachment (Exhibit B). All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

4. Rates for Additional Professional Services

If it becomes necessary for the City of El Segundo to request the auditors to render any additional services, then such additional work shall be performed only if set forth in an addendum to the contract between the City of El Segundo and the firm. Any such additional work agreed to between the City of El Segundo and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the bid amount.

5. Manner of Payment

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's bid amount. Interim billings shall cover a period of not less than a calendar month. Five percent (5%) will be withheld from each billing pending delivery of the firm's final reports. Payments will be made within 30 days of the submission of invoices to the City.

## VII. Evaluation Procedures

### A. Review of Proposals

The City of El Segundo will use a point formula during the review process to score proposals. The firms with an unacceptably low technical score will be eliminated from further consideration.

The price will then be considered and additional points will be added to the technical score. The maximum score for price will be assigned to the firm offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other proposers.

### B. Evaluation Criteria

Proposals will be evaluated using three (3) sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

#### 1. Mandatory Elements

- a. The audit firm is independent and licensed to practice in California
- b. The audit firm's professional personnel have received adequate continuing professional education within the preceding two (2) years.
- c. The firm has no conflict of interest with regard to any other work performed by the firm for the City of El Segundo.
- d. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
- e. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

#### 2. Technical Qualifications: (Maximum Points – 60)

##### a. Team Knowledge and Experience (Maximum Points – 20)

- i. The firm's past experience and performance on comparable government engagements. (Maximum Points – 10)
- ii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation. (Maximum Points – 10)

##### b. Approach to Audit Quality (Maximum Points – 40)

- i. Qualifications of proposed staffing plan for various segments of the engagement. (Maximum Points – 10)
- ii. Thoroughness of approach to conducting the audit of the City and demonstration of the understanding of the objectives and scope of the audit through proposal presentation. (Maximum Points – 10)
- iii. Adequacy of sampling techniques. (Maximum Points – 10)
- iv. Adequacy of analytical procedures. (Maximum Points – 10)

3. Price: (Maximum Points – 10)

**Cost will not be the primary factor in the selection of an audit firm.**

C. Oral Presentations

During the evaluation process, the City of El Segundo may, at its discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the City of El Segundo may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

D. Final Selection

It is anticipated that a firm will be selected in March 2024. Following notification of the firm selected, it is expected that a contract will be awarded by City Council at the second regularly scheduled meeting held in March 2024.

E. Right to Reject Proposals

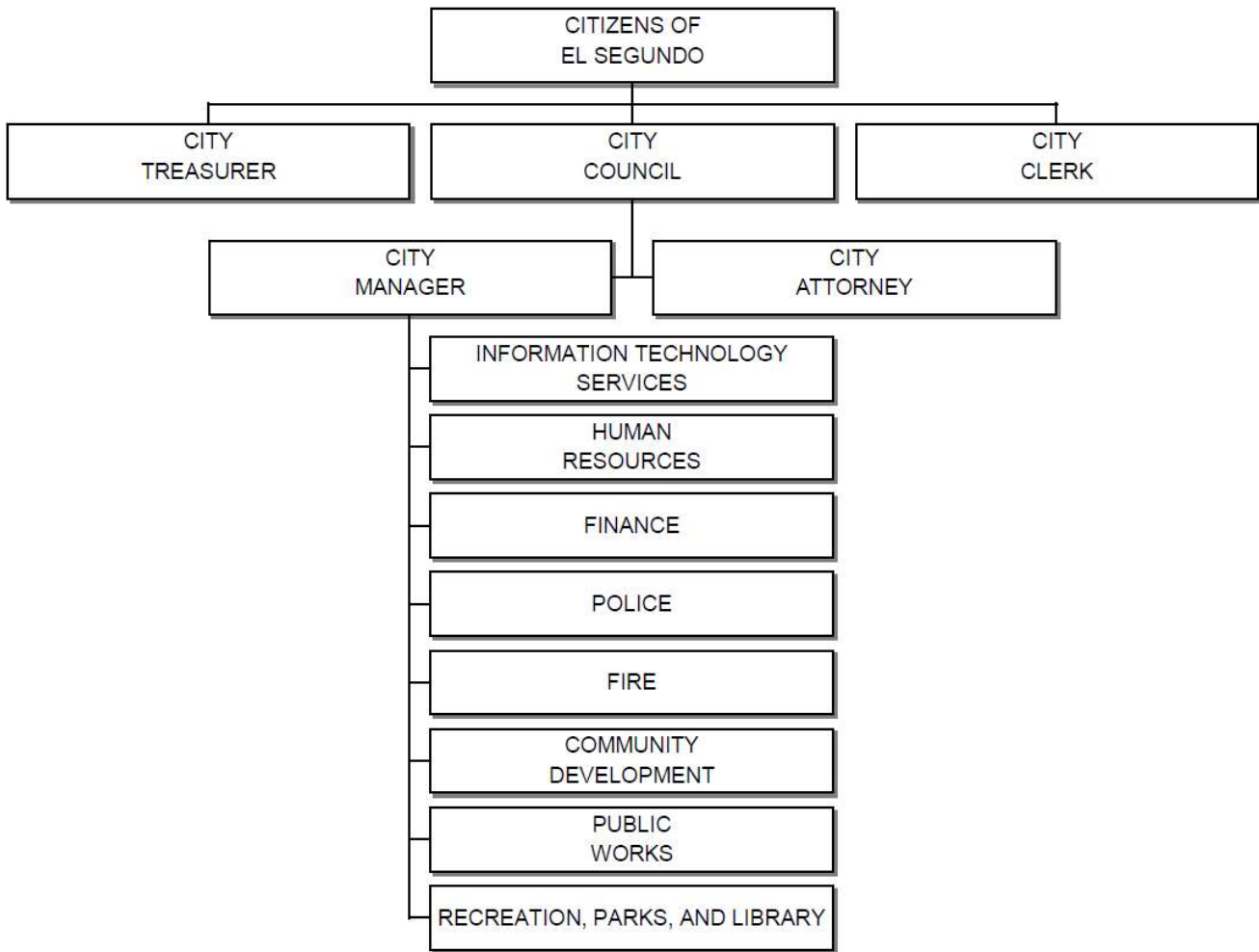
Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of El Segundo and the firm selected.

The successful bidder is selected by the City Council acting within its sole discretion. The City Council is under no obligation to contract with any bidder. If the City Council determines bids are unacceptably high, or specifications were misleading, it may reject any or all bids presented, and the item may be rebid

**EXHIBIT A**

# City Of El Segundo

**ORGANIZATION CHART**





## EXHIBIT B

### SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR THE AUDIT OF THE (YEAR) FINANCIAL STATEMENTS

	Hours	Standard Hourly Rates	Quoted Hourly Rates	Total
Partners	_____	_____	_____	_____
Managers	_____	_____	_____	_____
Supervisory Staff	_____	_____	_____	_____
Staff	_____	_____	_____	_____
Other (specify):	_____	_____	_____	_____
Subtotal				\$ _____
Total for services described in Section II E of the request for proposals.				\$ _____
Out-of-pocket expenses:				
Meals and lodging				\$ _____
Transportation				_____
Other (specify): _____				_____
Total all-inclusive maximum price (YEAR) audit				\$ _____

\*Please attach itemize schedule for all services described in Section II.

*Note: The rate quoted should not be presented as a general percentage of the standard hourly rate or as a gross deduction from the total all-inclusive maximum price.*

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# EXHIBIT C

## INSURANCE REQUIREMENTS [MUST BE SUBMITTED WITH PROJECT PROPOSAL]

To be awarded this contract, the successful bidder must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$1,000,000
Professional liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement.

Commercial general liability insurance must meet or exceed the requirements of the most recent ISO-CGL Form Number. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies must be endorsed to name the City, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by the City will be excess thereto. Such insurance must be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to the City.

Professional liability coverage must be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” the Consultant must continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated (“extended insurance”). Such extended insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and cover the Consultant for all claims made by the City arising out of any errors or omissions of the Consultant, or its officers, employees or agents during the time this Agreement was in effect.

Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).

The Consultant must furnish to the City duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement, endorsements as required herein, and such other evidence of insurance or copies of policies as may be reasonably required by the City from time to time. Insurance must be placed with admitted insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.” Certificate(s) must reflect that the insurer will provide thirty (30) day notice of any cancellation of coverage. The Consultant will require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

By signing this form, the bidder certifies that it has read, understands, and will comply with these insurance requirements if it is selected as the City’s consultant. Failure to provide this form may render the bidder’s proposal “nonresponsive.”

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bidder

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## EXHIBIT D

### PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF EL SEGUNDO AND [REDACTED]

This AGREEMENT is entered into this [REDACTED] day of [REDACTED], 20[REDACTED], by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city ("CITY") and [ENTITY NAME], a [LOCATION AND TYPE OF ENTITY, E.G., A CALIFORNIA CORPORATION] ("CONSULTANT").

#### 1. CONSIDERATION.

- A. As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, below;
- B. As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement;
- C. As additional consideration, CITY agrees to pay CONSULTANT a sum not to exceed \$[REDACTED] for CONSULTANT's services. CITY may modify this amount as set forth below. Unless otherwise specified by written amendment to this Agreement, CITY will pay this sum as specified in the attached Exhibit "A," which is incorporated by reference.

#### 2. SCOPE OF SERVICES.

- A. CONSULTANT will perform services listed in the attached Exhibit "A," which is incorporated by reference.
- B. CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities, and all tests, testing and analyses, calculation, and all other means whatsoever, except as herein otherwise expressly specified to be furnished by CITY, necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

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

4. **PAYMENTS.** For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit "A") the tasks performed, the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

5. **NON-APPROPRIATION OF FUNDS.** Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of the CITY. In the event the CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this Agreement will cover only those costs incurred up to the conclusion of the current fiscal year.

6. **FAMILIARITY WITH WORK.**

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

7. **TERM.** The term of this Agreement will be from \_\_\_\_\_, to \_\_\_\_\_. Unless otherwise determined by written amendment between the parties, this Agreement will terminate in the following instances:

- A. Completion of the work specified in Exhibit "A";
- B. Termination as stated in Section 15.

8. **TIME FOR PERFORMANCE.**

- A. CONSULTANT will not perform any work under this Agreement until:

- i. CONSULTANT furnishes proof of insurance as required under Section 23 of this Agreement; and
  - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

9. **TIME EXTENSIONS.** Should CONSULTANT be delayed by causes beyond CONSULTANT's control, CITY may grant a time extension for the completion of the contracted services. If delay occurs, CONSULTANT must notify the Manager within forty-eight hours (48 hours), in writing, of the cause and the extent of the delay and how such delay interferes with the Agreement's schedule. The Manager will extend the completion time, when appropriate, for the completion of the contracted services.

10. **CONSISTENCY.** In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below:

- A. Exhibit A: [REDACTED]; and
- B. Exhibit B: [REDACTED]. [LIST AND DESCRIBE EXHIBITS, AS APPLICABLE. FOR EXAMPLE, THERE MAY ONLY BE EXHIBIT "A" AND NOT AN EXHIBIT "B"]

11. **CHANGES.** CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.

12. **TAXPAYER IDENTIFICATION NUMBER.** CONSULTANT will provide CITY with a Taxpayer Identification Number.

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

14. **WAIVER.** CITY's review or acceptance of, or payment for, work product prepared by CONSULTANT under this Agreement will not be construed to operate as a waiver of any rights CITY may have under this Agreement or of any cause of action arising from CONSULTANT's performance. A waiver by CITY of any breach of any term, covenant, or condition contained in this Agreement will not be deemed to be a waiver of any subsequent

breach of the same or any other term, covenant, or condition contained in this Agreement, whether of the same or different character.

#### **15. TERMINATION.**

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate CONSULTANT for such work.
- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

**16. OWNERSHIP OF DOCUMENTS.** All documents, data, studies, drawings, maps, models, photographs and reports prepared by CONSULTANT under this Agreement are CITY's property. CONSULTANT may retain copies of said documents and materials as desired, but will deliver all original materials to CITY upon CITY's written notice. CITY agrees that use of CONSULTANT's completed work product, for purposes other than identified in this Agreement, or use of incomplete work product, is at CITY's own risk.

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

## 18. INDEMNIFICATION.

### A. CONSULTANT agrees to the following:

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

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section **Error! Reference source not found.**2, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

**19. ASSIGNABILITY.** This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

**20. INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be

performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

**21. AUDIT OF RECORDS.** CONSULTANT will maintain full and accurate records with respect to all services and matters covered under this Agreement. CITY will have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcript therefrom, and to inspect all program data, documents, proceedings and activities. CONSULTANT will retain such financial and program service records for at least three (3) years after termination or final payment under this Agreement.

**22. INSURANCE.**

- A. Before commencing performance under this Agreement, and at all other times this Agreement is effective, CONSULTANT will procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$1,000,000
Professional Liability	\$1,000,000
Business automobile liability	\$1,000,000
Workers compensation	Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as "additional insureds" under said insurance coverage and to state that such insurance will be deemed "primary" such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an "occurrence," not a "claims made," basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made" basis if not available. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this

Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.

- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of "A:VII."
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT's expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section **Error! Reference source not found.**

**23. USE OF SUBCONTRACTORS.** CONSULTANT must obtain CITY's prior written approval to use any consultants while performing any portion of this Agreement. Such approval must approve of the proposed consultant and the terms of compensation.

**24. INCIDENTAL TASKS.** CONSULTANT will meet with CITY monthly to provide the status on the project, which will include a schedule update and a short narrative description of progress during the past month for each major task, a description of the work remaining and a description of the work to be done before the next schedule update.

**25. NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

If to CONSULTANT:

Attention: Click here to enter text.  
Click here to enter text.  
Click here to enter text.  
Click here to enter text.  
phone  
email

If to CITY:

Attention: Click here to enter text.  
City of El Segundo  
Click here to enter text.  
Click here to enter text.  
phone  
email

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or

addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph.

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

27. **SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.

28. **THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.

29. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.

30. **COMPLIANCE WITH LAW.** CONSULTANT agrees to comply with all federal, state, and local laws applicable to this Agreement.

31. **ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.

32. **RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.

33. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

34. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. CITY's executive manager, or designee, may execute any such amendment on behalf of CITY.

**35. ELECTRONIC SIGNATURES.** This Agreement may be executed by the Parties on any number of separate counterparts, and all such counterparts so executed constitute one Agreement binding on all the Parties notwithstanding that all the Parties are not signatories to the same counterpart. In accordance with Government Code § 16.5, the Parties agree that this Agreement, Agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic transmission. Such electronic signature will be treated in all respects as having the same effect as an original signature.

**36. CAPTIONS.** The captions of the paragraphs of this Agreement are for convenience of reference only and will not affect the interpretation of this Agreement.

**37. TIME IS OF ESSENCE.** Time is of the essence for each and every provision of this Agreement.

**38. FORCE MAJEURE.** Should performance of this Agreement be prevented due to fire, flood, explosion, acts of terrorism, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' reasonable control, then the Agreement will immediately terminate without obligation of either party to the other.

**39. STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public CITY.

[Signatures on next page]

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF EL SEGUNDO

[CONSULTANT NAME] [REVIEW  
VENDOR SIGNATURE GUIDE]

[SIGNATORY DEPENDS ON \$ AMOUNT]

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Tracy Weaver,  
City Clerk

Taxpayer ID No. \_\_\_\_\_

APPROVED AS TO FORM:  
MARK D. HENSLEY, City Attorney

By: \_\_\_\_\_  
Joaquin Vazquez, Assistant City Attorney