



City of Manhattan Beach

General Services

Phone: (310) 802-5568
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Request for Proposal

BID NUMBER: 1216-20
BID TITLE: South Bay Beach Cities Homelessness Project
REQUESTING DEPARTMENT: Management Services
RELEASE DATE: August 21, 2019
DUE DATE: September 9, 2019 @ 3:00 P.M. PST
CONTACT PERSON/TELEPHONE: Gwen Eng (310) 802-5567
E-MAIL: geng@citymb.info

Notice is hereby given that the Office of the City Clerk of the City of Manhattan Beach will receive proposals for auditing services. Each response must be submitted in a sealed envelope and clearly marked:

“RFP #1216-20 South Bay Beach Cities Homelessness Project”

Failure to identify the response on the envelope may result in disqualification of the proposal.

Sealed responses must be submitted to the office of the City Clerk at 1400 Highland Avenue, Manhattan Beach, CA 90266. **Responses will be received until 3:00 PM, Monday September 9, 2019.** Responses will not be opened at that time, but will be submitted to the General Services Manager for verification and compliance with Specifications and subsequent recommendation to City Council for award of a contract or rejection of the responses, as deemed appropriate. The City reserves the right to make no award.

Responses received after the deadline will be considered late. Such responses may be returned unopened. Faxed or emailed responses are not acceptable.

Any questions regarding this RFP must be directed to Gwen Eng, Purchasing Manager, at the above email address no later than 5:00 PM, August 30, 2019.

Dated this 21st day of August, 2019.

Gwen Eng
Purchasing Manager

REQUEST FOR PROPOSAL #1216-20
SOUTH BAY BEACH CITIES HOMELESSNESS PROJECT

BACKGROUND

On August 17, 2015, in response to the growing crisis of homelessness, the Los Angeles County Board of Supervisors launched the Homeless Initiative (HI) to prevent and combat homelessness which continues to pervade our communities. An unprecedented collaborative planning process resulted in a comprehensive plan consisting of 47 strategies. Recognizing the need to sustain the HI strategies, the Board of Supervisors approved the Measure H ordinance that identifies 21 of the 51 HI strategies as eligible for funding through Measure H. On March 7, 2017, the voters approved Measure H.

Since the inception of the HI in 2015, collaboration and engagement with the 88 cities in the County has been a major priority for the County. Cities play a critical role in ensuring that the impact of these strategies is maximized. Cities have jurisdiction over housing and land use for about 90% of the countywide population, and thus play a vital role in developing affordable housing and interim housing.

In 2017, the Board of Supervisors approved funding to cities to develop their own homelessness plans. In 2018, participating cities submitted their homelessness plans. In September 2018, the Board of Supervisors approved \$9 million in Measure H funding for the HI and United Way Home for Good Funders Collaborative to issue a Request for Proposals (RFP) for the cities to implement their homelessness plans, either as individual cities or multi-jurisdictional partners.

The Cities of Manhattan Beach, Hermosa Beach, and Redondo Beach (“Beach Cities”) collectively have a population of over 123,000 residents (Manhattan Beach: 35,741, Hermosa Beach: 19,653, and Redondo Beach: 67,908). Beach Cities is part of the County’s Service Planning Area (SPA) 8 and the Fourth Supervisorial District. Based on the 2019 Greater Los Angeles Homeless Count, the combined homelessness for these cities remained the same (237 total) in comparison to it increasing regionally in SPA 8 (Los Angeles Continuum of Care geography) by 6% (4,138 to 4,388).

Funded by the County of Los Angeles, each Beach City developed its own independent Homelessness Plan. Common elements from all three were analyzed to create a task list for this Homelessness Implementation Grant. This includes:

- Creation of detailed internal city protocols in response to homelessness.
- Creation of consistent system-level response between the three cities due to people experiencing homelessness in the Beach Cities travel along the Pacific Coast Highway corridor during the daytime to adjacent cities.
- Engagement training for first responders (Beach Cities Police Departments) and city staff who come in frequent contact with those experiencing homelessness.
- Awareness training of what homelessness looks like in the Beach Cities for the rest of the city staff, along with a consistent set of service referral protocols.
- Strengthening ties with the Coordinated Entry System (CES) and other sub-regional resources to take full advantage of all the services offered through the Coordinated Entry System.
- Expanding community stakeholders, including among the faith community, local business, business sector, and public schools.
- Provide information to the general public about homelessness through various city-specific communication vehicles, and hold an Annual Homelessness Stakeholder Roundtable per City.

The Beach Cities are requesting written proposals from qualified service providers to provide homeless services. Given our likenesses, it is crucial to develop solutions addressing our shared challenges. More importantly, we know through CES and Mental Health Evaluation Team staff that homeless populations routinely travel between the beach cities. Ensuring engagement consistency for city staff and law

enforcement, and adding personnel focused in our subregion will move people quicker off the streets and into interim and permanent housing.

REQUIREMENTS

Proposals shall specify each item as set forth in this Request for Proposal (RFP). Failure to comply with all requirements and conditions set forth by these specifications and RFP instructions will be the cause for the rejection of the proposal(s). No exceptions or deviations from these specifications will be considered unless each exception or deviation is specifically identified with a detailed statement fully defining the exception(s). All exception(s) must be fully supported by detailed specification regarding the deviated item, and shall accompany the proposal. Acceptance or rejection is the sole prerogative of the City. If no exceptions are identified, the bidder shall be required to furnish the services exactly as specified herein. The burden of proof of compliance with these specifications is the responsibility of the bidder. The City reserves the right to reject any and all proposals or to make no award.

GENERAL CONDITIONS

The City will not reimburse respondents to this RFP for any costs incurred in the preparation and submittal of the proposals. Further, the request does not obligate the City of Manhattan Beach to accept or contract for any expressed or implied services. The City reserves the right to:

- Request any firm/person submitting a proposal to clarify its proposals during the selection phase;
- Negotiate the project schedule and reasonable costs with the selected vendor;
- Modify or alter any requirements herein; and
- Identify additional tasks to be accomplished prior to establishing a formal contractual agreement.

SCOPE OF WORK

The Cities of Manhattan Beach, Hermosa Beach, and Redondo Beach are requesting written proposals from qualified homeless service providers to staff a full-time homeless City Coordinator/Liaison and two full-time case managers to assist homeless individuals and families in the beach cities community. Each city will provide a homelessness lead, and collectively they are referred to as the “Beach City Leadership.”

The primary role of the City Coordinator/Liaison is to support the Beach City Leadership in meeting its goals outlined in the Background section above, and to supervise the case managers. For Activity #4 City Staff Training, Los Angeles County Homeless Initiative Office will assist in providing training materials that can then be adapted to reflect homelessness in the Beach Cities.

The “case manager” position is a hybrid of Los Angeles Homeless Service Authority’s (LAHSA) outreach and housing navigator positions. They will establish trusting relationships with those living unsheltered, get them “document ready,” and refer them to the broader CES system for treatment programs, interim housing, and permanent housing. Once a successful referral is made to stable housing (i.e., transitional program, permanent housing), the Beach Cities case managers will provide a warm handoff to the receiving program, who will then take responsibility for case managing the participant per that program’s scope of required services or other applicable set of engagement requirements.

The contractor shall provide the following services, with the Target Outcomes based on a March 1, 2021 contract termination date. The contractor will have 45 days to fully staff these positions, if new staff is required to fulfill the outcomes of the contract.

Activities	Metrics	Target Outcomes
<p>1. <u>Meeting Participation</u> Contracted City Homeless Coordinator/Liaison shall attend these meetings:</p> <ul style="list-style-type: none"> a. Monthly Beach Cities Management, to review target outcomes to date (chairs it) b. Monthly Case Conferencing meetings to discuss Beach Cities homeless participants c. Bi-monthly South Bay Cities Council of Governments Homeless Services Task Force 	<p>1. Beach Cities Management Meeting Agenda, Action Item List/Status</p>	<p>16 Agendas and Action Item Lists</p>
<p>2. <u>Monthly Status Reporting</u> Contracted City Homeless Coordinator/Liaison shall provide monthly status reports on participant engagement</p>	<p>1. Performance outcomes, broken out by city and type of services referred to for the preceding month and cumulative since contract start including:</p> <ul style="list-style-type: none"> a. Number of people case managed, including their VI-SPDAT “acuity score.” These are unduplicated from any other programs in which the contractor is engaged in that may have geographic overlap with the Beach Cities jurisdictions. b. Summary of outreach interactions made with those living unsheltered. c. Number of people referred to and attained (i.e., were accepted into) interim housing programs. d. Number of people attaining long term stable housing. This includes prevention, diversion/problem solving, permanent housing (e.g., rapid re-housing, supportive housing), or transitional programs. e. Additional number of people in the housing pipeline, that is, who have been accepted into a permanent housing program (e.g., “matched” and accepted into a rapid re-housing or supportive housing resource), and are looking for an appropriate dwelling. 	<p>16 Monthly Performance Reports</p>

<p>3. <u>Beach City Regional Response Support</u> Beach City Leadership and Contracted City Homeless Coordinator/Liaison shall develop Beach Cities regional response to homelessness</p>	<p>1. Beach Cities Regional Response report, including (a) role of key city departments/leads, departments in the regional context; (b) Protocol for persons experiencing homelessness in multiple jurisdictions; (c) Homelessness services available, contact information.</p>	<p>1 report</p>
<p>4. <u>City Staff Training</u> Contracted City Homeless Coordinator/Liaison with the Beach City Leadership shall:</p> <ol style="list-style-type: none"> Tailor County and other homelessness curriculum/overviews to reflect homelessness in the Beach Cities Refer to other training programs, such as First Responder, Mental Health Aid First, LAHSA Training Academy 	<ol style="list-style-type: none"> Adaptive Homelessness Overview and Training Briefing for employees whose job brings them in more frequent contact with those experiencing homeless. Adaptive Homeless Overview and Training Briefing for the remaining city staff. Assist with staff training 	<p>1 Set of Adaptive Homelessness Overview and Training Materials for Frequent Contact staff</p> <p>1 set of Adaptive Homeless Overview and Training Materials for remaining Staff</p> <p>Train staff interacting with homelessness persons</p>
<p>5. <u>Annual Homelessness Stakeholder Roundtable Coordination</u> Contracted City Homeless Coordinator/Liaison shall plan and convene local stakeholder Roundtable with the assistance of Beach City Leadership, including service providers and partner agencies.</p>	<p>1. Agenda and Presentations on (minimum topics): (a) current state of city and regional homeless issues; (b) city and regional activities and resources toward combating homelessness; (c) Beach Cities contract status and outcomes (d) opportunities for coordination and streamlined services across stakeholder groups and service providers.</p>	<p>1 Annual Homelessness Stakeholder Roundtable for Redondo Beach</p> <p>1 Combined Annual Homelessness Stakeholder Roundtable for Manhattan Beach and Hermosa Beach</p>
<p>6. <u>Strengthening City Stakeholders</u> Contracted City Homeless Coordinator/Liaison shall connect with city stakeholders (list provided by Beach City Leadership) to (a) inform them about services available and how to refer to them; (b) align stakeholder-provided services with the City's homeless efforts.</p>	<p>1. Stakeholder Meetings</p>	<p>50% of Stakeholder meetings held</p>
<p>7. <u>Outreach and Assessment</u> Contracted Homeless Case Worker shall establish relationships with those experiencing homelessness in the Beach Cities. Work closely with</p>	<p>1. Complete applicable CES Assessment (i.e., CES Individuals, CES Family, CES Youth) containing the VI-SPDAT with unduplicated participants not already in another SPA 8 program</p>	<p>200 Completed CES Assessments</p> <p>100% LAHSA Clarity HMIS and hardcopy case file compliant</p>

law enforcement to identify and locate them.	2. Maintain participant information in LAHSA's Clarity HMIS and hardcopy case files per LAHSA CES program standards	
8. <u>Document Ready, DPSS Benefits Enrollment</u> Contracted Homeless Case Manager shall assist the participant get the documentation required to be referred into stable housing, and shall help enroll them in eligible Department of Public Social Services (DPSS) programs.	1. Secure these documents: a. California Identification b. Social Security Card c. Verification of Income d. Verification of Homelessness 2. Assist with enrollment in appropriate DPSS programs (e.g., General Relief, Cal Fresh, Cal Works, etc.)	120 participants
9. <u>Successful Referrals</u> Contracted Homeless Case Manager shall make successful referrals to applicable programs (i.e., the referral is accepted by the receiving program).	1. <u>Interim Housing</u> , including: crisis or bridge housing; seasonal emergency housing; recuperative care beds 2. <u>Stable Housing</u> , including: CES-matched Rapid Re-housing; CES-matched Permanent Support Housing; SHARE housing; DHS, DMH, VA Permanent Housing; Other permanent housing programs; VA, DV, TAY Transitional Housing Programs 3. <u>Treatment Program</u> , including for: mental health; Detox and substance use; physical health care. (Note: this does not include handoffs to: generalist outreach teams, Multi-Disciplinary or Specialized Teams, MET staff.)	24 Participants successfully referred into Interim Housing 22 participants successfully referred into Stable Housing 50 participants successfully referred into Treatment Programs

PROPOSAL PROCEDURE

The proposing bidder/agency shall submit the following information with the proposal, including the same information on sub-Contractors, and adhere to the following order and content of sections:

- I. Cover Letter** – A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the contract must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days.
- II. Qualifications** – Provide a description of the agency's qualifications and relevant experience. Describe the size of your agency, and indicate the principal, agency official(s), and other personnel who will be assigned to work on behalf of the City. Provide a list of three of the agency's prior clients with contact information (names, titles, addresses, phone numbers and email addresses) for the appropriate persons at the client organization that the City can contact.

These references will be checked and may affect the award of the contract. The City reserves the right to contact any of the organizations or individuals listed or any others that may stem from the inquiry.

- III. Implementation** – Provide a detailed description of the implementation plan reflecting the agency’s understanding of the Scope of Work and detailed proposal to implement the project. Responses to the implementation of the Contractual Services must be presented in chronological order for ease of reference during the proposal evaluation process. Provide a maximum 10 page single spaced narrative.
- IV. Performance Metrics** - Provide a description of the company’s reporting methodology and explain what and how data will be used to demonstrate success and plan for improvement. Provide two outcome reports for similar work performed since FY 2016-17. Because these two positions will be funded as a pilot project, it will be crucial to quantitatively demonstrate the impact and effectiveness of these position.
- V. Staffing & Requirements** – Detailed description of specific tasks Bidder will require from City staff. Explain what the respective roles of City staff and Bidder’s staff would be to complete the tasks specified in the Contractual Services. Provide a list of individual(s), including subcontractors, who will be working on deliverables and indicate the functions that each will perform. The list should clearly identify if the individual(s) is a member of the Bidder’s staff. Upon award, and during the contract period, if the selected Bidder chooses to assign different personnel to a project, not included in the original list of individuals, the Bidder must submit their name(s) and qualifications, including information listed above, to the City for approval before they begin the project. The City may reject any individual from working on the city’s public information services at any time, for any reason.
- VI. Fee Proposal** – Provide a rate proposal for the services to be provided that includes all program costs including personnel costs, administrative fees, and supplies needed using the Microsoft Excel template provided (attachment 2). Please submit an Excel electronic copy rather than a PDF created from it. The fee information is relevant to determine whether the fees are fair and reasonable in light of the services to be provided. Proposals will provide the total operating costs projected until the contract termination date (February 28, 2021). If needed, include any other costs and price information that would be contained in a potential agreement with the City in the “Other Costs” section with an explanation.
- VII. Litigation** - Firms are required to list past, current, or pending litigation resulting from professional services rendered over the past five years. If a court or an arbitrator rendered a decision, state the results.
- VIII. Insurance** - This section should confirm that the Contractor shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agent, representatives, employees, or subcontractors. The insurance shall name the City, its elected and appointed officials, officers, employees, agents or volunteers as additional insured. The insurance will be primary and non-contributory and will contain a waiver of subrogation. Contractor shall also require all of its subcontractors assigned to the project to procure and maintain the same insurance requirement for the duration of the Agreement. Specific insurance requirements are outlined in the sample Professional Services Agreement attached as Exhibit X. If the contractor is unable to meet the City’s insurance requirements, contractor shall include a statement outlining the deficiencies.

IX. Acceptance of Conditions – This section will be a statement offering the individual or firm’s acceptance of all conditions listed in the Request for Proposal document. Any exceptions or suggested changes to the RFP or any contractual obligations, including the suggested change, the reasons therefore and the impact it may have on cost or other considerations on the individual or firm’s behalf must be stated in the proposal. Unless specifically noted by the firm, the City will assume that the proposal is in compliance with all aspects of the RFP. The selected company must use and comply with the terms and conditions of the City’s standard Professional Services Agreement as provided in Attachment 1 of this RFP.

SUBMISSION

Three hardcopies and one electronic file on a flashdrive must be submitted to the office of the City Clerk at 1400 Highland Avenue, Manhattan Beach, CA 90266. Proposals will be received until 3:00 P.M., September 9, 2019.

RFP QUESTIONS

Questions about this RFP can be submitted to Gwen Eng, Purchasing Manager, at Geng@citymb.info, until the deadline shown in the Timeline.

EVALUATION AND SELECTION CRITERIA

Vendor shall submit the proposal to accomplish the beach cities scope of work.

The following categories will be scored 1 through 10 with 10 being the highest and weighted as noted:

- 1- Effectiveness of Proposal (50%)
- 2- Cost of Services (30%)
- 3- Oral Interview (20%)

TIMELINE

The following is a list of tentative key dates including the due date for proposals to be submitted:

August 21, 2019	Request for proposal issued
August 30, 2019, 5:00 p.m.	Questions Due
September 9, 2019, 5:00 p.m.	Due date for proposals
TBD	In-Person Interviews (conducted at City's discretion)
September 17, 2019	Agency selected (Manhattan Beach City Council Meeting)

ATTACHMENTS:

- 1) Appendix A: Sample Professional Services Agreement

SIGNATURES

The undersigned has carefully checked the entire Request for Proposal (RFP) #1216-20 South Bay Beach Cities Homeless Services.

By signing this document, I attest that I am authorized to contractually bind the company listed, and will meet the Proposal requirements if awarded a contract.

Dated this _____ day of _____

Print Name

Title

Signature

E-mail

Name of Company

Address

Telephone Number

FAX

Appendix A

[SAMPLE]

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is dated [month] [day], [year] ("Effective Date") and is between the City of Manhattan Beach, a California municipal corporation ("City") and [Consultant's Legal Name], a [Legal Form of Entity and state of formation, e.g., California corporation, limited partnership, limited liability company] ("Consultant"). City and Consultant are sometimes referred to herein as the "Parties", and individually as a "Party".

RECITALS

A. City issued Request for Proposals No. _____ on _____, titled "[insert title of RFP]". Consultant submitted a proposal dated _____ in response to the RFP.

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

C. City desires to retain Consultant as an independent contractor and Consultant desires to serve City to perform these services in accordance with the terms and conditions of this Agreement.

The Parties therefore agree as follows:

1. Consultant's Services.

A. Scope of Services. Consultant shall perform the services described in the Scope of Services (the "Services") for [provide general description of services], attached as **Exhibit A**. City may request, in writing, changes in the Scope of Services to be performed. Any changes mutually agreed upon by the Parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Party Representatives. For the purposes of this Agreement, the City Representative shall be the City Manager, or such other person designated in writing by the City Manager (the "City Representative"). For the purposes of this Agreement, the Consultant Representative shall be [Name], [Title] (the "Consultant Representative"). The Consultant Representative shall directly manage Consultant's Services under this Agreement. Consultant shall not change the Consultant Representative without City's prior written consent.

Approved for Use 4/12/19

C. Time for Performance. Consultant shall commence the Services on the Effective Date and shall perform all Services by the deadline established by the City Representative or, if no deadline is established, with reasonable diligence.

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

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

F. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements.

G. Permits and Licenses. Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of Services under this Agreement, including a business license.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date through [Month] [Day], [Year], unless sooner terminated as provided in Section 12 of this Agreement or extended.

3. Compensation.

A. Compensation. As full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as **Exhibit B**. In no event shall Consultant be paid more than \$[Numerical Amount] (the "Maximum Compensation") for such Services.

B. Expenses. The amount set forth in paragraph 3.A. above includes reimbursement for all expenditures incurred in the performance of this Agreement.

C. Unauthorized Services and Expenses. City will not pay for any services not specified in the Scope of Services, unless the City Council or the City Representative, if applicable, and the Consultant Representative authorize such services in writing prior to Consultant's performance of those services or incurrence of additional expenses. Any additional services or expenses authorized by the City Council, or (where authorized) the City Manager shall be compensated at the rates set forth in **Exhibit B**, or, if not specified, at a rate mutually agreed to by the Parties. City shall make payment for additional services and expenses in accordance with Section 4 of this Agreement.

4. Method of Payment.

A. Invoices. Consultant shall submit to City an invoice, on a monthly basis, for the Services performed pursuant to this Agreement. Each invoice shall itemize the Services rendered during the billing period, hourly rates charged, if applicable, and the amount due. City shall review each invoice and notify Consultant in writing within ten Business days of receipt of any disputed invoice amounts.

B. Payment. City shall pay all undisputed invoice amounts within 30 calendar days after receipt up to the Maximum Compensation set forth in Section 3 of this Agreement. City does not pay interest on past due amounts. City shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Consultant. Notwithstanding the preceding sentence, if Consultant is a nonresident of California, City will withhold the amount required by the Franchise Tax Board pursuant to Revenue and Taxation Code Section 18662 and applicable regulations.

C. Audit of Records. Consultant shall make all records, invoices, time cards, cost control sheets and other records maintained by Consultant in connection with this Agreement available during Consultant's regular working hours to City for review and audit by City.

5. Independent contractor. Consultant is, and shall at all times remain as to City, a wholly independent contractor. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City.

6. Information and Documents.

A. Consultant covenants that all data, reports, documents, discussion, or other information (collectively "Data") developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed or released by Consultant without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. Consultant, its officers, employees, agents, or subcontractors shall not without written authorization from the City Manager or unless requested in writing by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary," provided Consultant gives City notice of such court order or subpoena.

B. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder or with respect to any project or property located within the City. City may, but has no obligation to, represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct or rewrite the response.

C. All Data required to be furnished to City in connection with this Agreement shall become City's property, and City may use all or any portion of the Data submitted by Consultant as City deems appropriate. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the Services, surveys, notes, and other documents prepared in the course of providing the Services shall become City's sole property and may be used, reused or otherwise disposed of by City without Consultant's permission. Consultant may take and retain copies of the written products as desired, but the written products shall not be the subject of a copyright application by Consultant.

D. Consultant's covenants under this Section shall survive the expiration or termination of this Agreement.

7. Conflicts of Interest. Consultant and its officers, employees, associates and subcontractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar Services for other clients, but Consultant and its officers, employees, associates and subcontractors shall not, without the City Representative's prior written approval, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

8. Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnities.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and

those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2).

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Section, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Section shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Section shall survive the expiration or termination of this Agreement.

9. Insurance.

A. Minimum Scope and Limits of Insurance. Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of \$2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of \$2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of \$2,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Section.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required, but Consultant shall execute a declaration that it has no employees.

4) Professional Liability/Errors and Omissions Insurance with minimum limits of \$2,000,000.00 per claim and in aggregate.

B. Acceptability of Insurers. The insurance policies required under this Section shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under this Section.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City and its elected and appointed officials, officers, employees, agents and volunteers as additional insureds. This provision shall also apply to any excess/umbrella liability policies.

D. Primary and Non-Contributing. The insurance policies required under this Section shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its elected and appointed officials, officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

E. Consultant's Waiver of Subrogation. The insurance policies required under this Section shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Section is canceled or reduced in coverage or limits, Consultant shall, within two Business Days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Consultant does not maintain the policies of insurance required under this Section in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

I. Evidence of Insurance. Prior to the performance of Services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 8 of this Agreement.

K. Broader Coverage/Higher Limits. If Consultant maintains broader coverage and/or higher limits than the minimums required above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

L. Subcontractor Insurance Requirements. Consultant shall require each of its subcontractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section.

10. Mutual Cooperation.

A. City's Cooperation. City shall provide Consultant with all pertinent Data, documents and other requested information as is reasonably available for Consultant's proper performance of the Services required under this Agreement.

B. Consultant's Cooperation. In the event any claim or action is brought against City relating to Consultant's performance of Services rendered under this Agreement, Consultant shall render any reasonable assistance that City requires.

11. Records and Inspections. Consultant shall maintain complete and accurate records with respect to time, costs, expenses, receipts, correspondence, and other such information required by City that relate to the performance of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to City, its designees and representatives at reasonable times, and shall allow City to examine and audit the books and records, to make transcripts therefrom as necessary, and to inspect all work, data, documents, proceedings and activities related to this

Agreement. Such records, together with supporting documents, shall be maintained for a period of three years after receipt of final payment.

12. Termination of Agreement.

A. Right to Terminate. City may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to Consultant at least five calendar days before the termination is to be effective. Consultant may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to City at least 60 calendar days before the termination is to be effective.

B. Obligations upon Termination. Consultant shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of City's termination of this Agreement due to no fault or failure of performance by Consultant, City shall pay Consultant based on the percentage of work satisfactorily performed up to the effective date of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the Services required by this Agreement. Consultant shall have no other claim against City by reason of such termination, including any claim for compensation.

13. Force Majeure. Consultant shall not be liable for any failure to perform its obligations under this Agreement if Consultant presents acceptable evidence, in City's sole judgment, that such failure was due to acts of God, embargoes, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental controls, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond Consultant's reasonable control and not due to any act by Consultant.

14. Default.

A. Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

B. In addition to the right to terminate pursuant to Section 12, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City shall serve Consultant with written notice of the default. Consultant shall have ten calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

15. Notices. Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during Consultant's and City's regular business hours, or (c) three Business Days after deposit in the United States mail, by first class mail, postage prepaid, and addressed to the Party to be notified as set forth below:

If to City:

Attn: _____
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: _____
Email: _____

If to Consultant:

With a courtesy copy to:

Quinn M. Barrow, City Attorney
1400 Highland Avenue
Manhattan Beach, California 90266
Telephone: (310) 802-5061
Email: qbarrow@rwglaw.com

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information, sexual orientation or other basis prohibited by law. Consultant will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race, color, religious creed, sex, gender, gender identity, gender expression, marital status, national origin, ancestry, age, physical disability, mental disability, medical condition, genetic information or sexual orientation.

17. Prohibition of Assignment and Delegation. Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without City's prior written consent. City's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle City to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any

person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

18. No Third Party Beneficiaries Intended. This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

19. Waiver. No delay or omission to exercise any right, power or remedy accruing to City under this Agreement shall impair any right, power or remedy of City, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement shall be (1) effective unless it is in writing and signed by the Party making the waiver, (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy, or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

20. Final Payment Acceptance Constitutes Release. The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of City from all claims and liabilities for compensation to Consultant for anything done, furnished or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within ten calendar days of the receipt of that check. However, approval or payment by City shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by City for any defect or error in the work prepared by Consultant, its employees, subcontractors and agents.

21. Corrections. In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction from any retention amount held by City or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction.

22. Non-Appropriation of Funds. Payments to be made to Consultant by City for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that City does not appropriate sufficient funds for payment of Consultant's services beyond the current fiscal year, this Agreement shall cover payment for Consultant's services only to the conclusion of the last fiscal year in which City appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.

23. Exhibits. Exhibits A and B constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

24. Entire Agreement and Modification of Agreement. This Agreement and all exhibits referred to in this Agreement constitute the final, complete and exclusive statement of the terms of the agreement between the Parties pertaining to the subject matter of this Agreement and supersede all other prior or contemporaneous oral or written understandings and agreements of the Parties. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by both Parties.

25. Headings. The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the Parties to this Agreement.

26. Word Usage. Unless the context clearly requires otherwise, (a) the words "shall," "will" and "agrees" are mandatory and "may" is permissive; (b) "or" is not exclusive; and (c) "includes" or "including" are not limiting.

27. Time of the Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

28. Business Days. "Business days" means days Manhattan Beach City Hall is open for business.

29. Governing Law and Choice of Forum. This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in a superior court with geographic jurisdiction over the City of Manhattan Beach.

30. Attorneys' Fees. In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that Party may be entitled.

31. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

32. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed an original, and all of which will constitute one and the same instrument.

33. Corporate Authority. Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

The Parties, through their duly authorized representatives are signing this Agreement on the date stated in the introductory clause.

City:

City of Manhattan Beach,
a California municipal corporation

Consultant:

[Consultant's Legal Name],
a [Legal Form of Entity]

By: _____
Name: Bruce Moe
Title: City Manager

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

By: _____
Name: Liza Tamura
Title: City Clerk

**PROOF OF AUTHORITY TO BIND CONTRACTING
PARTY REQUIRED**

APPROVED AS TO FORM:

By: _____
Name: Quinn M. Barrow
Title: City Attorney

APPROVED AS TO CONTENT:

By: _____
Name: Steve S. Charelian
Title: Finance Director

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
APPROVED FEE SCHEDULE

