



**City of Lakewood
Request for Proposal
Local Hazard Mitigation Plan Update**

Thursday, March 28, 2024

A REQUEST FOR PROPOSAL TO PROVIDE CONSULTANT SERVICES FOR UPDATE
OF THE CITY OF LAKEWOOD'S LOCAL HAZARD MITIGATION PLAN

Important RFP Dates

Deadline to submit general questions and information requests: Friday, May 3, 2024 at 3pm

Responses to questions posted on city website by: Thursday, May 23, 2024

Due date to submit proposals: Thursday, June 13, 2024 by 4pm

Proposer interviews (anticipated): Week of July 15, 2024

Contract awarded (anticipated): Week of August 12, 2024

Kick-off Meeting (anticipated): Week of September 9, 2024

City Council adopts LHMP by: September 9, 2025

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SECTION I – NOTICE TO PROPOSERS

The City of Lakewood is seeking a qualified consultant to coordinate, facilitate, and prepare an update to the City’s Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act of 2000, implementing regulations and guidance as they apply to local governments according to the Federal Emergency Management Agency’s (FEMA) Local Mitigation Planning Policy Guide, effective April 19, 2023 (OMB Collection # 1660-0062) and Local Mitigation Planning Handbook (May 2023 version).

The LHMP must be consistent with the State of California’s FEMA-approved mitigation plan. A FEMA-approved plan will help identify mitigation actions that will help the City of Lakewood and plan participants be more disaster resilient. The City of Lakewood has obtained a FEMA grant for the update of the LHMP for \$67,500. The grant award period ends January 2027.

This will be an inclusive, citywide planning process and will include the following participants seeking FEMA approval of the Plan: City of Lakewood, local districts, agencies, and other stakeholders who will be invited to participate in the plan development process as members of the planning committee.

SECTION II – INTRODUCTION

The City of Lakewood (“City”) is seeking written proposals from qualified and experienced consultants for an update to the single jurisdiction Local Hazard Mitigation Plan (LHMP).

The City of Lakewood is located in southern Los Angeles County, about 23 miles southeast of Los Angeles and 15 miles northeast of the Port of Long Beach. As one of the “Gateway” cities, it lies in the heart of an extensive freeway network connecting it to Orange County to the east and greater Los Angeles County to the west and north. Incorporated on April 16, 1954, Lakewood is recognized as the original contract city, having established the blueprint for contracting for essential city services. Lakewood encompasses 9.5 square miles and has about 150 miles of streets and 300 miles of sidewalks. About 150 acres of the city are devoted to parks and other landscaped open space. The American Community Survey estimated the City’s population at 80,292 in 2019. The Southern California Association of Government’s (SCAG) Regional Transportation Plan (RTP) projects the City’s population increasing to 84,500 by the year 2045. In 2018, there were an estimated 27,552 housing units in the City. The City’s employment was estimated at 20,900 in 2016 and is projected to increase to 22,500 in 2045.

The LHMP update will be based on the elements identified in FEMA’s Local Mitigation Planning Handbook (May 2023 version). These elements are listed below:

- Element A: Planning Process.
- Element B: Risk Assessment.
- Element C: Mitigation Strategy.
- Element D: Plan Maintenance.
- Element E: Plan Update.
- Element F: Plan Adoption.
- Element G: High Hazard Potential Dams (required for HHPD Grant Program).
- Element H: Additional State Requirements.

The LHMP update will be completed in accordance with the requirements identified in FEMA’s Local Mitigation Planning Policy Guide, effective April 19, 2023 (OMB Collection # 1660-0062) and FEMA’s Local Mitigation Planning Handbook (May 2023 version) The Consultant will collect and incorporate information and comments throughout the LHMP process, make all necessary revisions, and will prepare a Final Plan for submittal (and resubmittals, as needed) to Cal OES and FEMA for review and approval. The Consultant is responsible for all plan revisions and any resubmittals to Cal OES, FEMA, or the City, until it is adopted by the Lakewood City Council and approved by FEMA.

SECTION III – SUMMARY OF RESPONSIBILITIES

The selected consultant will be responsible for the following items:

1. Conduct necessary research and analysis to prepare a written LHMP as prescribed by FEMA’s Local Mitigation Plan Review Guide and the State’s Local Hazard Mitigation Planning Program. The Local Hazard Mitigation Plan (LHMP) shall incorporate general hazard and risk reduction strategies complementary with those contained in the General Plan Safety Element and shall be prepared in a manner such that the LHMP will be incorporated into the City’s General Plan Safety Element in accordance with the provisions of Assembly Bill 2140 (Government Code Section 65302.6). The LHMP shall include policies that identify hazards and emergency response priorities, as well as mitigation through avoidance of hazards by new projects and reduction of risk throughout the City. The LHMP shall include a vulnerability assessment, measures to address vulnerabilities, and comprehensive hazard mitigation and emergency response strategies in accordance with Senate Bill 379, Land Use: General Plan: Safety Element (Jackson, 2015).
2. Identify, profile, and integrate all hazards and mitigation measures, both natural and man-made, that threaten the City.

3. Conduct a minimum of three (3) public outreach meetings to obtain feedback on draft strategies being considered for inclusion in the LHMP. Consultant to document all aspects of meetings.
4. Prepare draft LHMP for City staff review and make necessary revisions.
5. Prepare draft LHMP and submit to Cal OES and FEMA for review.
6. Conduct a minimum of three (3) public outreach meetings to present draft LHMP. Consultant to document all aspects of meetings.
7. Make revisions as requested by City staff, Cal OES or FEMA.
8. Other related tasks in accordance with FEMA LHMP guidelines.
9. Assist in preparation of public hearing presentation materials for the City's Planning and Environment Commission and attend a Planning and Environment Commission meeting and a City Council meeting for adoption of final LHMP. Public hearings shall be held in accordance Government Code 65353(a) and 65355.
10. All maps produced shall be in ArcGIS/ESRI shapefile and in PDF format.
11. Prepare environmental documentation pursuant to CEQA/NEPA, as required.
12. Provide 10 bound, hard copies of the final, approved and adopted plan, electronic files of final approved and adopted plan in editable PDF and Microsoft Word format.

SECTION IV – TENTATIVE SCHEDULE

REQUESTS FOR INFORMATION

Questions regarding this RFP must be submitted in writing to Public Safety Manager, Kaitlin Sanchez via email at ksanchez@lakewoodcity.org no later than 3 p.m. on Friday, May 3, 2024.

Responses will be posted on the City's website (<https://www.lakewoodcity.org/Business/Doing-business-with-Lakewood/Bids-and-proposals>) in the form of an addendum no later than 6 p.m. on May 23, 2024. Additionally, responses to all questions will be emailed to potential proposers whom submitted a question.

TENTATIVE SCHEDULE FOR PROJECT

The following anticipated project schedule is provided for reference only:

September 9, 2024	Kick-off Meeting with Staff (week of)
October 24, 2024	Hazard Identification (week of)
November, 2024	Hold (3) Public Outreach Meetings
December 16, 2024	Vulnerability and Risk Assessment (week of)
January 25, 2025	Draft Mitigation Measures (week of)
February, 2025	Draft LHMP
March 2025	Hold (3) Public Meetings to Present Draft LHMP
April 2025	LHMP Review and Revisions
May - June, 2025	Draft LHMP to CalOES and FEMA
June - July, 2025	Respond to CalOES and FEMA revisions
August 7, 2025	Attend Meeting and Present FEMA Approved LHMP to Planning and Environment Commission
September 9, 2025	Attend City Council Meeting to Adopt an approved LHMP

SECTION V - PROPOSAL CONTENT

The City does not require consultants to prepare proposals in any particular format. It is anticipated that consultants will develop their proposals in the manner best suited to represent their particular organization. However, all requirements and items listed in this RFP must be addressed and confirmed. Proposals shall be typed and contain no more than 30 pages, excluding Index/Table of Contents, tables, charts, graphic exhibits, and required forms (if any). Consultants should not include any unnecessarily elaborate promotional material. Lengthy narrative is discouraged and proposals should be clear and concise.

1. Letter of Transmittal

A Letter of Transmittal shall be addressed to City of Lakewood City Clerk and shall, at a minimum, contain the following information:

- a. Identification of Consultant who will have contractual responsibility with the City of Lakewood. Identification shall include legal name of company, corporate address, telephone number and e-mail address of the contact person identified during the period of proposal evaluation.
- b. A statement to the effect that the proposal shall remain valid for a period of not less than 120 days from the date of submittal.
- c. Signature of the official authorized to bind Consultant to the terms of the proposal.
- d. Signed statement attesting that all information submitted with the proposal is true and correct.

2.Introduction

The proposal shall include a brief introduction describing the firm and principal's professional history including the firm's level of expertise in preparing and updating LHMPs, ability to analyze and present information in an organized format, familiarity with public input processes, and experience in handling presentations and disseminations of public information for review/comment.

The introduction should also include the following additional information:

- a. Name of proposer, address, telephone number of main office and any branch office that will be involved in any way with the services provided.
- b. Size of the organization and a breakdown of employees by discipline.
- c. Include the name, title and address of the individual in your firm with the authority to negotiate contracts with the City.

3. Project Personnel and Management

Clearly describe the staff and proposed project team that will be providing services to the City of Lakewood and include the names of the Project Manager and all lead and professional support personnel.

The following information shall be furnished for each member of the proposed project team:

- a. Education;
- b. Professional affiliations;
- c. Any professional licenses or certifications (e.g., Certified Emergency Manager);
- d. Qualifications and relevant experience with similar projects.
- e. A description of the responsibilities the individual will assume on the project.
This section shall also include information about the availability of all professional staff who will be involved with the project. If the proposal involves a joint venture or subcontractors, identify the firm(s) and describe related experience working on a multi-firm team.

4. Experience

The consultant shall describe relevant work in LHMP preparation and knowledge of the Stafford Act, CFR 200 and CFR 44. The proposal shall provide the following information on at least three similar completed projects to verify relevant experience:

- a. Name of client; Project title and address;
- b. Name and telephone number of contact person for client;
- c. Name of Project Manager(s);
- d. Project description;
- e. Amount of original contract and actual fees paid by client;
- f. Actual time to complete the process (from contract award to document completion).

Consultant shall also provide a general description of the firm's financial condition and identify any conditions (e.g. bankruptcy, pending litigation, planned office closures, impending merger, etc.) that may impede the Consultant's ability to provide these services. All information provided by the proposer will be subject to verification by the City.

5. Scope of Work

The Consultant shall provide a narrative that indicates an understanding of the City, the work to be done, and the objective to be accomplished. The narrative should include an anticipated approach for this project and a scope of work outlining and describing main tasks and work products. This section must also include:

- a. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders, particularly Lakewood residents and business owners; (iii) and any other project management or implementation strategies or techniques that Consultant intends to employ in carrying out the work.
- b. Detailed description of efforts your firm will undertake to achieve client satisfaction and to fulfill the requirements of the Scope of Work section.
- c. Detailed project schedule, identifying all tasks and deliverables to be performed, duration for each task, and overall time of completion.
- d. Detailed description of specific tasks that will be required from City staff. Explain what the respective roles of City staff and Consultant's staff would be to complete the tasks specified in the Scope of Work.

6. Project Cost

The proposal shall include the anticipated project cost, including:

- a. A not-to-exceed total fee for services.
- b. The cost for each major sub-task identified in the scope of work.
- c. The hourly rates for each person who will be involved in the work.
- d. The proposal shall indicate the method(s) the proposer will use to control project costs and maintain timelines, and shall demonstrate via past performance its ability to control costs and timelines.

SECTION VI - EVALUATION AND AWARD PROCESS

The City may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance:

- Project Understanding (15%)
- Recent experience in conducting similar scope, complexity, and magnitude for other public agencies (25%)
- Project Approach and Proposal Contents (20%)
- Project Team Qualifications and work experience (20%)
- Fee (10%)
- References (10%)

The City may contact and evaluate the Consultant's and subcontractor's references; contact any Consultant to clarify any response; contact any current users of a Consultant's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the City. Once written proposals have been reviewed, discussions with prospective firms may or may not be required. If scheduled, oral interviews will be in question/answer format for the purpose of clarifying the intent of any portions of the proposals, and meet with the proposed project team.

Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing vendors unless an agreement is reached. The City of Lakewood may negotiate contract terms with the selected Consultant prior to award, and reserves the right to negotiate with multiple Consultants simultaneously. However, since the selection and award may be made without discussion with Consultant, the proposal submitted should contain Consultant's most favorable terms and conditions.

The City of Lakewood reserves the right to reject any or all proposals, modify the RFP, or to cancel the RFP.

SECTION VII – EXCEPTIONS AND/OR ADDITIONS

PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any pre-contractual expense incurred by Consultant in the preparation of its proposal. Pre-contractual expenses are any expenses incurred by Consultant prior to date of award.

ACCEPTANCE OF CITY STANDARD PROFESSIONAL SERVICES AGREEMENT

A copy of the City's standard Professional Services Agreement is included in the Appendix for review. The Consultant is required to obtain and maintain coverage for the listed insurance policies throughout the project. The Consultant shall state whether or not they agree to the contract language and should identify any discrepancies in their submitted proposal.

SECTION VIII – SUBMISSION REQUIREMENTS

Consultant shall submit their proposals to the City of Lakewood by **4:00pm on June 12, 2024**. **Late or postmarked proposals will not be accepted or reviewed.**

RECEIPT OF PROPOSALS

Interested parties should provide the following reproductions of proposals, signed by an officer of the firm who is authorized to execute legally binding agreements:

- a. 4 hard copy originals
- b. PDF copy of proposal

The proposals shall be delivered to:

City of Lakewood
Attention: City Clerk's Office
5050 Clark Avenue
Lakewood, CA 90712

Proposals shall be in a sealed package, addressed as shown above, bearing the Consultants name and address, and clearly marked as follows:

"PROPOSAL FOR PROFESSIONAL SERVICES TO UPDATE LAKEWOOD'S LOCAL HAZARD MITIGATION PLAN"

SECTION IX – GENERAL TERMS AND CONDITIONS

Business License

The successful consultant(s) and any sub-consultants are required to obtain a City Business License prior to award of agreement, and to maintain the license for the entire term of the agreement. The Business License is not a prerequisite for submission of a proposal.

Public Information

All materials received relative to this RFP will become public information and be available for inspection after the City Council meeting in which an agreement is awarded. The City reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.

SECTION X – PROPOSED AGREEMENT

(Proposed Agreement Begins on Following Page)

**CITY OF LAKEWOOD
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made and effective as of XXXXXX (the “Effective Date”), by and between the City of Lakewood, a California municipal corporation, (the “City”) and XXXXXX (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the Services are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Consultant shall perform the services described and set forth in Consultant’s Proposal attached hereto as Exhibit A (“Services”), incorporated herein as though set forth in full.

3. PERFORMANCE

Consultant shall at all times faithfully, competently and to the best of Consultant’s ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant under this Agreement.

4. CITY MANAGEMENT

The City Manager or designee shall represent the City in all matters pertaining to the administration of this Agreement.

5. PAYMENT

- A. The City agrees to pay Consultant for Services satisfactorily performed in accordance with the fees set forth in Exhibit A, in an amount not to exceed \$XXXXX.
- B. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager or designee. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to in writing by the City and Consultant at the time the City’s written authorization is given to Consultant for the performance of said services.

- C. Consultant will submit invoices monthly for actual Services performed. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's Services or fees, it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within forty-five (45) days of receipt of an invoice therefor.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

- A. The City may at any time, for any reason, without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Services under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.
- B. In the event this Agreement is terminated pursuant to this section, the City shall pay to Consultant the actual value of the Services performed up to the time of termination, unless the City disputes any of the Services performed or fees. Upon termination of the Agreement pursuant to this section, Consultant will submit an invoice to the City pursuant to Section 5.

7. DEFAULT OF CONSULTANT

If the City determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, the City shall serve Consultant a written notice of the default. Consultant shall have seven (7) days after service of said notice to cure the default. In the event that Consultant fails to cure the default within such period of time or fails to present the City with a written plan for the diligent cure of default if such default cannot be cured within seven days, the City shall have the right, notwithstanding any other provision of this Agreement, to 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. The City shall also have the right to offset against the amount of any fees due to Consultant any costs incurred by the City as a result of Consultant's default.

8. OWNERSHIP OF DOCUMENTS

- A. Consultant shall maintain complete and accurate records with respect to tasks, costs, expenses, receipts, and other such information required by the City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to permit an evaluation of 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 the representatives of the City or its designees at reasonable times to such books and records; shall give the City the right to examine and audit said books and

records; shall permit the City to make transcripts or copies therefrom as necessary; and shall allow inspection of all Services, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

- B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the Services shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of Consultant. With respect to computer files, Consultant shall make available to the City, at the Consultant's office and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Consultant hereby grants to the City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Consultant in the course of providing the Services under this Agreement.

9. INDEMNIFICATION AND DEFENSE

- A. Indemnity.

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the City and any and all of its officials, officers, employees, agents, and/or volunteers (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs, caused in whole or in part by the acts, errors, or omissions of Consultant, its officers, agents, employees, subcontractors, or subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of Services under this Agreement.

- B. Duty to Defend.

In the event the City, its officials, officers, employees, agents, and/or volunteers are made a party to any claim, action, lawsuit, or other adversarial proceeding (“Action”) arising from the performance of the Services under this Agreement, whether or not Consultant is named in such Action, and upon demand by the City, Consultant shall defend the City at Consultant’s sole cost, or at the City’s option, to reimburse the City for its costs of defense, including reasonable attorney’s fees and costs incurred in the defense.

- C. Payment by the City for Services is not a condition precedent to enforcement of this section. Consultant's duty to defend, indemnify, and hold harmless the City shall not extend to the City's sole or active negligence. In the event of any dispute between Consultant and the City as to whether liability arises from the sole or active negligence of the City or its officials, officers, employees, agents, and/or volunteers, Consultant will be obligated to pay for the City's defense until such time as a final judgment has been entered adjudicating the City as solely or actively negligent. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including, but not limited to, attorney's fees, expert fees and costs of litigation.

10. INSURANCE

Consultant shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached hereto and made a part of this Agreement.

11. INDEPENDENT CONSULTANT

- A. Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither the City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, agents, subcontractors, or subconsultants are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.
- B. No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, the City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for the City. The City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold the City harmless from any and all taxes, assessments, penalties, and interest asserted against the City by reason of the independent Consultant relationship created by this Agreement. Consultant further agrees to indemnify and hold the City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. The City shall have the right to offset against the amount of any fees due to Consultant under

this Agreement as a result of Consultant's failure to promptly pay to the City any reimbursement or indemnification arising under this paragraph.

- C. In the event that Consultant or any employee, agent, subcontractor, or subconsultant of Consultant providing Services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless the City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, subcontractors, or subconsultants, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of the City.
- D. Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, subcontractors, and subconsultants providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by the City, including but not limited to eligibility to enroll in PERS as an employee of the City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

12. LEGAL RESPONSIBILITIES

Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of Services pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws and regulations. The City and its officials, officers, employees, and agents, shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

13. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with this Agreement or any Services to be conducted as a result of this Agreement. Violation of this section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Services during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any Agreement or sub-agreement, or the proceeds thereof, for Services to be performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

- A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without the City's prior written authorization, unless the information is clearly public. Consultant, its officers, employees, agents, subcontractors, or subconsultants, shall not without written authorization from the City Manager or designee, or unless requested by the City's attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the Services performed under this Agreement or relating to the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

- B. Consultant shall promptly notify the City should Consultant, its officers, employees, agents, subcontractors, and/or subconsultants be served with any summons, complaint, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the Services performed hereunder or the City, unless the City is a party to any lawsuit, arbitration, or administrative proceeding connected to such Discovery, or unless Consultant is prohibited by law from informing the City of such Discovery. The City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless the City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, the City's right to review any such response does not imply or mean the right by the City to control, direct, or rewrite said response, or that the City has an obligation to review any such response or verifies any response it has reviewed.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mail by the United States Postal Service, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To the City: City of Lakewood
 5050 Clark Avenue
 Lakewood, CA 90712
 Attention: City Manager

To Consultant:

17. ASSIGNMENT

Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. Before retaining or contracting with any subcontractor or subconsultant for any services under this Agreement, Consultant shall provide the City with the identity of the proposed subcontractor or subconsultant, a copy of the proposed written contract between Consultant and such subcontractor or subconsultant which shall include an indemnity provision similar to the one provided herein and identifying the City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor or subconsultant carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

18. LICENSES

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses required of it by law for the performance of the Services described in this Agreement.

19. GOVERNING LAW

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over the City.

20. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

21. AMENDMENTS

Any amendments to this Agreement must be in writing and executed by the parties hereto, or their respective successors and assigns, in order to be valid.

22. ATTORNEYS' FEES

In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

23. CONSTRUCTION

The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24. WAIVER

The delay or failure of any party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

25. SEVERABILITY

If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

26. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

27. AUTHORITY TO EXECUTE THIS AGREEMENT

The persons executing this Agreement on behalf of the parties warrant and represent that they have the authority to execute this Agreement on behalf of said parties and have the authority to bind the parties to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

[If Consultant is a corporation, two signatures are required: Signature 1 – the Chairperson of the Board, the President, or any Vice President; Signature 2 – the Secretary, any Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer (Corp. Code § 313).]

CITY OF LAKEWOOD

CONSULTANT

Mayor

ATTEST:

CONSULTANT

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of the City, and prior to commencement of Services, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to the City. If the Consultant maintains higher limits than the minimum limits shown below, the City requires and shall be entitled to coverage for 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 the City.

General liability insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Umbrella or excess liability insurance. Consultant shall obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

- A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- Pay on behalf of wording as opposed to reimbursement;
- Concurrency of effective dates with primary policies;
- Policies shall "follow form" to the underlying primary policies; and
- Insureds under primary policies shall also be insureds under the umbrella or excess policies.

Other provisions or requirements

Proof of insurance. Consultant shall provide certificates of insurance to the City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Duration of coverage. Consultant shall 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 Services hereunder by Consultant, or Consultant's agents, representatives, employees, subcontractors, or subconsultants.

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by the City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

The City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Consultant or the City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, the City may immediately terminate this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City, and shall require similar written express waivers and insurance clauses from each of its subcontractors or subconsultants.

Enforcement of Agreement provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Agreement are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that the City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the City and approved of in writing.

Separation of insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass through clause. Consultant agrees to ensure that its subcontractors or subconsultants, and any other party involved with the Services who is brought onto or involved in the Services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with Consultants, subcontractors, subconsultants, and others engaged in the Services will be submitted to the City review.

The City's right to revise specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City and Consultant may renegotiate Consultant's compensation or come to some other agreement to address the additional cost.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Consultant shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the Services.