

CITY OF LYNWOOD
REQUEST FOR PROPOSAL
For
PUBLIC OUTREACH SERVICES
For
WATER CONSERVATION EFFORTS



June 11, 2015

I. INTRODUCTION

A. General Information

The City of Lynwood (City) is requesting proposals from qualified firms to perform public outreach and education for the City's water conservation efforts as a result of the Governor's April 1st Executive Order mandating a reduction in potable water use.

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

To be considered, six (6) copies of a proposal must be received by the City Clerk Office at 11330 Bullis Road, Lynwood, CA 90262, by **5:00 P.M. on July 9, 2015.**

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from proposers, or to allow corrections of errors or omissions. At the discretion of the City of Lynwood, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. The City reserves the right to reject any and all proposals for any reason deemed appropriate by the City.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Lynwood and the selected firm.

It is anticipated the selection of a firm will be completed by July 20, 2015. Following the notification of the selected firm, a recommendation and proposed contract will be prepared for review and approval by the City Council at its **August 4, 2015** meeting. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

B. Term of Engagement

It is the intent of the City to contract for the services presented herein for a term of twelve months.

II. NATURE OF SERVICES REQUIRED

On April 21, 2015 the City Council approved a resolution declaring a Level 2 water supply shortage pursuant to the provisions of Article 14-11 of the Lynwood Municipal

Code and ordering the implementation of conservation measures thereunder including enforcement provisions. The Governor's executive order mandates a 25% reduction in potable water use from 2013 levels.

The Metropolitan Water District (MWD) on April 14, 2015 voted to support the Governor's mandatory conservation by restricting wholesale deliveries to its member public agencies by a 15% reduction in supplies starting July 1, 2015. MWD is the supplier of imported potable water to the City of Lynwood through the Central Basin Municipal Water District.

The Central Basin Municipal Water District is reviewing their options as to the level of restrictions they should impose.

City staff has begun the process of outlining the requirements of a City Water Conservation Program. This Program includes conservation compliance, required activities, potential pricing mechanisms, inspections, water diversion reporting, enforcement, and other actions as required. Additional requirements may be added that would be required by the supplying agencies or by the City. Should a Level 3 or higher shortage be declared, the outreach shall also include those activities.

The public outreach services shall include general and specific water conservation efforts, education activities, and enforcement requirements of the City's requirements for the Water Conservation Program.

Attached to this Request for Proposal (RFP) is the City's Resolution 2015.070 on declaring a Level 2 Water Supply Shortage. (Attachment A)

III. TIME REQUIREMENTS

A. Tentative Proposal Calendar

The following is a list of key dates up to, and including, the date proposals are to be submitted:

Event	Date ¹
RFP Issued	June 11, 2015
Last Date to Submit Questions	June 29, 2015
Submission Deadline	July 9, 2015 by 5pm
Interview	July 20, 2015 (at City's discretion)
Award of Contract	August 4, 2015

¹ Dates are subject to change.

B. Date Services May Commence

Services may commence as soon as award of contract is approved by City Council and contract is executed between City and selected firm.

IV. PROPOSAL REQUIREMENTS

A. General Requirements

1. Inquiries concerning the RFP and the subject of the RFP must be made to:

Lorry Hempe, Public Works Special Project Manager
(310) 603-0220, ext. 500
lhemp@lynwood.ca.us

All questions pertaining to this RFP must be received no later than June 29, 2015 to:

CONTACT WITH PERSONNEL OF THE CITY OTHER THAN THE ABOVE REGARDING THIS REQUEST FOR PROPOSALS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

2. Submission of Proposal. Six (6) copies of the Proposal shall be received in the City Clerk's Office of the City of Lynwood **by 5:00 p.m. on Thursday, July 9, 2015** in a sealed envelope for a proposal to be considered.

The Proposal should be addressed as follows:

**City of Lynwood
"RFP-Public Outreach for Water Conservation"
Maria Quinonez
City Clerk
11330 Bullis Road
Lynwood, CA 90262**

B. Format and Content for Proposal

The purpose of the Proposal is to demonstrate the qualifications, competence and capacity of the firm seeking to provide public outreach services to the City in conformity with the requirements of this RFP. As such,

the substance of proposals will carry more weight than the form or manner of presentation. The Proposal should demonstrate the qualifications of the firm. It should also specify the approach that will meet the RFP requirements.

The Proposal should address all points outlined in the RFP (**excluding any cost information which should only be included in the Sealed Cost Proposal**).

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

The following information is to be submitted as part of the proposal. The proposal is to be organized as follows:

1. **Cover Letter**- A signature by a principal or officer having the authority to negotiate and contractually bind and extend the terms of the written proposals is required. Include the proposer's contact information: name, title, address, e-mail and telephone number.
2. **Executive Summary** – In a brief, non-technical narrative, describe the proposed program by setting forth the overall approach and plans to meet the requirements of the RFP. The contents of this narrative are to convince the City that the proposer understands the public outreach services to be provided.
3. **Approach to the Project**: Describe your approach to this project and any special ideas, techniques or suggestions that you think might make the project proceed smoothly, on budget and timely. Describe the public outreach approach, delivery method, and sequence of implementation to meet the water conservation goal.
4. **Experience**: Describe the experience of the firm and of the individuals assigned with related projects of a similar nature. Describe the team's experience with public outreach relating to water conservation or other projects that may be applied to the required public outreach services. Describe at least 3 public outreach projects that you have worked on related

to nature of services described on this RFP and describe the outreach results and objectives met.

5. **References:** List at least 3 references, including name, address, and contact person, email and phone number.
6. **Qualification:** Describe your staff's unique qualifications and training for this type of work. If using subconsultants, provide the company profile and define the responsibilities and services to be provided by the subconsultants.
7. **Schedule:** Briefly describe your plan/schedule for completing the work. A shorter timeline is preferred.
8. **Cost Proposal (Send 6 copies in a separate sealed envelope):** The Cost Proposal should contain all pricing information relative to performing the public outreach services as described in this RFP. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

Provide a not to exceed cost for each recommended public outreach strategy. This cost should include artwork, graphics, layout, project management, billboard ad space, distribution of door hangers etc. to meet the proposer's proposed strategies and requirements under this RFP.

State other costs not included in the not to exceed cost such as printing, advertising, newspaper advertising, mailing, etc.. Provide estimates for these types of costs.

List all hourly rates for additional contract work as may be necessary.

The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid. Such costs should not be included in the proposal.

9. **Copy of Sample Outreach Materials-** Include copies of your previous sample outreach materials and/or profiles of outreach efforts.
10. **Independence** - The firm should provide an affirmative statement that it is independent of the City of Lynwood.

11. **Agreement-** Affirm your firm's ability to execute the City's Services Agreement (Attachment B). Identify any conditions or terms of the Agreement with which the firm does not agree, including terms which the firm wishes to negotiate. Provide any proposed substitute language.

IV. ADDENDUM AND QUESTIONS AND ANSWERS

It shall be the responsibility of the proposer to check the City's website to determine if any addenda or Questions and Answers have been posted to the website prior to the proposal opening date. The City's website address is www.lynwood.ca.us Click on "City Services", and then select "Bids and RFPs".

V. EVALUATION PROCEDURES

A. Review of Proposals

City staff will evaluate submitted proposals. Staff may only interview a short-list of candidates. The City may, in its discretion, select a number of top ranked proposers to interview for this project, interview all proposers, and/or directly negotiate with the preferred respondent.

B. Evaluation Criteria

Proposals will be evaluated using the following criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for both technical qualifications and price.

1. Qualifications and Capabilities
 - Background and experience of key staff and team members assigned to the project.
 - Ability to manage costs and meet project schedule
 - Previous experience of the proposer. Experience in similar project.
2. Approach to the project
 - Demonstrated understanding of the project.
 - Ability to complete similar project scope.
 - Strategies to meet public outreach services.
3. Cost
 - Competitiveness of cost proposal to the proposed public outreach services

ATTACHMENT A

Resolution 2015.070 - Level 2 Water Supply Shortage

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RESOLUTION NO. 2015.070

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LYNWOOD, DECLARING A LEVEL 2 WATER SUPPLY SHORTAGE PURSUANT TO THE PROVISIONS UNDER ARTICLE 14-11 OF THE LYNWOOD MUNICIPAL CODE AND ORDERING THE IMPLEMENTATION OF CONSERVATION MEASURES THEREUNDER INCLUDING THE ENFORCEMENT PROVISIONS

WHEREAS, on January 17, 2014 Governor Edmund G. Brown, Jr. issued an Executive Order declaring a State of Emergency to exist in California due to severe drought conditions; and

WHEREAS, on April 25, 2014 Governor Brown issued an Executive Order to strengthen the State's ability to manage water and habitat effectively in drought conditions and called on all Californians to redouble their efforts to conserve water; and

WHEREAS, on July 15, 2014, the State Water Resources Control Board found that an emergency exists due to severe drought conditions and adopted emergency regulations that require water agencies within the State impose conservation measures and water waste prohibitions, including the implementation of water shortage contingency plans that include mandatory restrictions on the number of water days, and the imposition of fines and violations; and

WHEREAS, on July 28, 2014, the State of California Office of Administrative Law approved adoption of Article 22.5 Drought Emergency Water Conservation pursuant to Section 1058.5 of the California Water Code requiring water agencies within the State to impose conservation measures and water waste prohibitions, including mandatory restrictions on the number of water days, and the imposition of fines and violations; and

WHEREAS, in response to the above actions the Lynwood City Council adopted Ordinance No. 1618 on September 15, 2014 to impose conservation measures and water waste prohibitions, including mandatory restrictions on the number of water days, and the imposition of fines and violations; and

WHEREAS, on April 1, 2015 Governor Brown issued Executive Order B-29-15 mandating a 25% water use reduction from 2013 levels in cities and towns across California by actions such as (i) the replacement of 50 million square feet of lawns throughout the State with drought tolerant landscaping in partnership with local governments and (ii) the prohibition of watering of ornamental grass on public street medians and (iii) institution of tiered water rates to implement conservation pricing to achieve water reductions and discourage water waste and (iv) increased enforcement actions; and

WHEREAS, on April 14, 2015 the Metropolitan Water District (MWD) supported Governor Brown's announcement for mandatory conservation by voting to restrict wholesale deliveries to its 26 member public agencies to help save water and stretch

available supplies in the fourth year of statewide drought. MWD's cutback amounts to a 15% reduction in supplies starting July 1, 2015 and includes surcharges of roughly four times the normal price of an acre foot of water for member agencies that go over their allocation; and

WHEREAS, MWD is the supplier of imported potable water to the City of Lynwood water through the Central Basin Municipal Water District; and

WHEREAS, the City of Lynwood wishes to meet its obligations under the mandatory actions put in place by the directives described above.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LYNWOOD DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Due to drought and other supply reductions, a water supply shortage exists and a consumer demand reduction of 15% is necessary to make more efficient use of water and respond to existing water conditions. The City, in addition to the permanent water conservation requirements below, will implement the following water conservation measures pursuant to the provisions of Ordinance No. 1618:

14-11.6 Permanent Water Conservation Requirements - Prohibition Against Waste

The following water conservation requirements are effective at all times and are permanent. Violations of this subsection will be considered waste and an unreasonable use of water.

A. Limits on Watering Hours: Watering or irrigating of lawn, landscape or other vegetated area with potable water is prohibited between the hours of nine o'clock (9:00) A.M. and six o'clock (6:00) P.M. Pacific Standard Time on any day, except by use of a handheld bucket or similar container, a handheld hose equipped with a positive self-closing water shutoff nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

B. Limit on Watering Duration: Watering or irrigating of lawn, landscape or other vegetated area with potable water using a landscape irrigation system or a watering device that is not continuously attended is limited to no more than fifteen (15) minutes watering per day per station. This subsection 14-11.6 does not apply to landscape irrigation systems that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour and weather based controllers or stream rotor sprinklers that meet a seventy percent (70%) efficiency standard.

C. No Excessive Water Flow or Runoff: Watering or irrigating of any lawn, landscape or other vegetated area in a manner that causes or allows excessive

water flow or runoff onto an adjoining sidewalk, driveway, street, alley, gutter or ditch is prohibited.

D. No Washing Down Hard or Paved Surfaces: Washing down hard or paved surfaces, including, but not limited to, sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, is prohibited except when necessary to alleviate safety or sanitary hazards, and then only by use of a handheld bucket or similar container, a handheld hose equipped with a positive self-closing water shutoff device or a low volume, high pressure cleaning machine equipped to recycle any water used.

E. Obligation to Fix Leaks, Breaks or Malfunctions: Excessive use, loss or escape of water through breaks, leaks or other malfunctions in the water user's plumbing or distribution system for any period of time after such escape of water should have reasonably been discovered and corrected and in no event more than three (3) days of receiving notice from the city is prohibited.

F. Re-circulating Water Required for Water Fountains and Decorative Water Features: Operating a water fountain or other decorative water feature that does not use recirculated water is prohibited.

G. Limits on Washing Vehicles: Using water to wash or clean a vehicle, including, but not limited to, any automobile, truck, van, bus, motorcycle, boat or trailer, whether motorized or not is prohibited, except by use of a handheld bucket or similar container or a handheld hose equipped with a positive self-closing water shutoff nozzle or device. This subsection 14-11.6 does not apply to any commercial car washing facility.

H. Drinking Water Served Upon Request Only: Eating or drinking establishments, including, but not limited to, a restaurant, hotel, cafe, cafeteria, bar, club or other public place where food or drinks are sold, served, or offered for sale, are prohibited from providing drinking water to any person unless expressly requested.

I. Commercial Lodging Establishments Must Provide Option to Not Launder Linen Daily: Hotels, motels, and other commercial lodging establishments must provide customers the option of not having towels and linen laundered daily. Commercial lodging establishments must prominently display notice of this option in each bathroom using clear and easily understood language.

J. No Installation of Single Pass Cooling Systems: Installation of single pass cooling systems is prohibited in buildings requesting new water service.

K. No Installation of Non-re-circulating Water Systems in Commercial Car Wash and Laundry Systems: Installation of non-re-circulating water systems is

prohibited in new commercial conveyor car wash and new commercial laundry systems.

L. *Restaurants Required to Use Water Conserving Dish Wash Spray Valves:* Food preparation establishments, such as restaurants or cafes, are prohibited from using non-water conserving dish wash spray valves.

14-11.8 Level 2 Water Supply Shortage

A. A Level 2 Water Supply Shortage exists when the City determines, in its sole discretion, that due to drought or other supply reductions, a water supply shortage exists and a consumer demand reduction of up to 15% is necessary to make more efficient use of water and respond to existing water conditions. Upon the declaration by the City of a Level 2 Water Supply Shortage condition, the City will implement the mandatory Level 2 conservation measures identified in this subsection.

B. **Additional Conservation Measures:** In addition to the prohibited uses of water identified in subsections 14-11.6 and 14-11.7, the following additional water conservation requirements apply during a declared Level 2 Water Supply Shortage.

1. **Watering Days:** Watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to two days per week on a schedule established and posted by the City. During the months of November through March, watering or irrigating of lawn, landscape or other vegetated area with potable water is limited to no more than one day per week on a schedule established and posted by the City. This provision does not apply to landscape irrigation zones that exclusively use very low flow drip type irrigation systems when no emitter produces more than two (2) gallons of water per hour. This provision also does not apply to watering or irrigating by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, or for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

2. **Obligation to Fix Leaks, Breaks or Malfunctions:** All leaks, breaks, or other malfunctions in the water user's plumbing or distribution system must be repaired within forty-eight (48) hours of notification by the city unless other arrangements are made with the City.

3. **Limits on Filling Ornamental Lakes or Ponds:** Filling or re-filling ornamental lakes or ponds is prohibited, except to the extent needed to sustain aquatic life, provided that such animals are of significant value and have been actively managed within the water feature prior to declaration of a supply shortage level under this ordinance.

4. Limits on Washing Vehicles: Using water to wash or clean a vehicle, including but not limited to, any automobile, truck, van, bus motorcycle, boat or trailer, whether motorized or not, is prohibited except by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off nozzle or device, by high pressure/low volume wash systems, or at a commercial car washing facility that utilizes a re-circulating water system to capture or reuse water.

5. Limits on Filling Residential Swimming Pools and Spas: Refilling of more than one foot and initial filling of residential swimming pools or outdoor spas with potable water is prohibited.

6. Other Prohibited Uses: The City may implement other prohibitions on water uses as determined by the City, after notice to customers.

C. Other Conservation Measures at Level 2. The City, in its discretion and in accordance with applicable laws, may implement the following conservation measures for a Level 2 Water Supply Shortage in addition to those set forth in Subsection 14-11.8 (B) above:

1. Water Allocations/ Water Budget: The City may establish a water allocation for property served by the City using a method that does not penalize persons for the implementation of conservation methods or the installation of water saving devices. The City must provide notice of the allocation by including it in the regular billing statement for the fee or charge or by any other mailing to the address to which the City customarily mails the billing statement for fees or charges for on-going water service. Following the effective date of the water allocation as established by the City, any person that uses water in excess of the allocation will be subject to a penalty in the amount of \$2.50 for each billing unit of water in excess of the allocation or an amount established by the Resolution of City Council whichever is greater. The penalty for excess water usage will be cumulative to any other remedy or penalty that may be imposed for violation of this Ordinance.

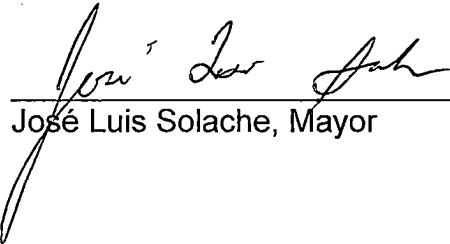
2. Water Supply Shortage Rates: During a Level 2 Water Supply Shortage condition, the City may increase water rates, other than Tier 1 Lifeline rates of 15 units per residential household.

3. Mandatory Percentage Use Reductions: During a Level 2 Water Supply Shortage condition, all customers will be required to reduce water consumption by a percentage determined by the City.

Section 2. The City Council of the City of Lynwood hereby authorizes the City Manager or his designee to implement all of the notifications and actions required under Ordinance No. 1618 to respond to a Level 2 Water Supply Shortage, as well as put into effect all other provisions including those pertaining to penalties and violations.

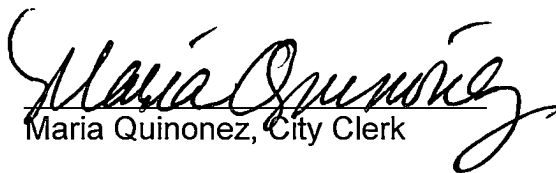
Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED, APPROVED and ADOPTED this 21st day of April, 2015.



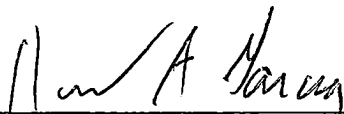
José Luis Solache, Mayor

ATTEST:



María Quinonez, City Clerk

APPROVED AS TO FORM:

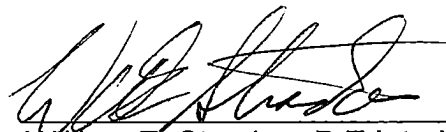


David A. Garcia, City Attorney

APPROVED AS TO CONTENT:



J. Arnoldo Beltrán, City Manager



William E. Stracker, P.E Interim Director
Public Works/ City Engineer

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, do hereby certify that the foregoing Resolution was passed and adopted by the City Council of the City of Lynwood at a regular meeting held on the 21st day of April, 2015.

AYES: **COUNCIL MEMBERS ALATORRE, CASTRO, HERNANDEZ,
 SANTILLAN-BEAS AND SOLACHE**

NOES: **NONE**

ABSENT: **NONE**

ABSTAIN: **NONE**


Maria Quinonez, City Clerk

STATE OF CALIFORNIA)
) SS.
COUNTY OF LOS ANGELES)

I, the undersigned, City Clerk of the City of Lynwood, and the Clerk of the City Council of said City, do hereby certify that the above foregoing is a full, true and correct copy of Resolution No. 2015.070 on file in my office and that said Resolution was adopted on the date and by the vote therein stated. Dated this 21st day of April, 2015.


Maria Quinonez, City Clerk

ATTACHMENT B

SERVICES AGREEMENT

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SERVICES AGREEMENT

This agreement ("Agreement") is made as of _____ by and between the **City of Lynwood**, a California municipal corporation (the "City"), and _____ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as a "Party" and collectively referred to as the "Parties."

RECITALS

WHEREAS, City desires to utilize the services of Consultant as an independent contractor to provide consulting services to City as set forth in the attached **Exhibit A**; and

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

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

1. Consultant's Services.

- A. Scope of Services. The nature and scope of the specific services to be performed by Consultant are as described in **Exhibit A**.
- B. Time of Performance. Consultant shall complete the specific services according to the schedule of performance which is also set forth in **Exhibit A**.

2. **Term of Agreement**. This Agreement shall be for a term of _____ months, commencing on _____, ____ (the "Commencement Date") and terminating on _____ (the "Termination Date"), unless sooner terminated pursuant to the provisions of this Agreement. On or before thirty (30) days prior to the Termination Date, Consultant and City shall meet to discuss this Agreement and its possible extension and or modification. In the event Parties do not enter into a new agreement prior to the Termination Date, this Agreement shall continue on a month-to-month basis under the same terms for a period not to exceed three (3) months following the Termination Date with payment not to exceed \$15,000 and applies to any extension of the existing contract. If the Parties execute no new agreement by the end of the three-month period following the Termination Date, this Agreement shall terminate at the end of such three-month period.

3. Compensation.

A. City agrees to compensate Consultant for services under this Agreement in compliance with the schedule set forth in **Exhibit A**. Payment will be made only after submission of proper monthly invoices in the form and manner specified by City. Each invoice shall include a breakdown of all monthly services performed together with the hours spent on each service. City shall endeavor to pay invoices bearing correct and authorized charges within thirty (30) days of the date they are received; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. City shall not be responsible to Consultant for any additional charges, interest or penalties due to a failure to pay within such period.

B. Total payment to Consultant pursuant to this Agreement shall not exceed _____ THOUSAND DOLLARS (\$_____), which shall be payable as set forth in the Compensation Schedule in the attached **Exhibit A**. To the extent that any consultant work is charged directly to a developer's deposit, the not to exceed amount will be adjusted accordingly as approved by the City Manager.

C. If at the request of the City, Consultant is required to incur out of pocket expenses (including but not limited to, out-of-town travel and lodging) which are above and beyond the ordinary expenses associated with performance of this Agreement, Consultant shall be entitled to reimbursement of such expenses only if approved in advance in writing by the City Manager or designee. Consultant shall only be reimbursed for those expenses which: (i) appear on Consultant's monthly invoices; (ii) are accompanied by a copy of the City's written authorization for Consultant to incur such expenses; and (iii) receipts documenting such expenses.

4. General Terms and Conditions. The General Terms and Conditions set forth in **Exhibit B** are incorporated as part of this Agreement. In the event of any inconsistency between the General Terms and Conditions and any other exhibit to this Agreement, the General Terms and Conditions shall control unless it is clear from the context that both Parties intend the provisions of the other exhibit(s) to control.

5. Addresses.

City of Lynwood

City of Lynwood
11330 Bullis Road
Lynwood, CA 90262
Attn: City Manager

Consultant

Attn: _____

6. Exhibits. All exhibits referred to in this Agreement are listed here and are incorporated and made part of this Agreement by this reference.

Exhibit A – Scope of Services, Time of Performance and Compensation Schedule (Two (2) pages)
Exhibit B – General Terms and Conditions (Six (6) pages)

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SIGNATURES ON FOLLOWING PAGE

EXHIBIT B GENERAL TERMS AND CONDITIONS

1. **Status as Independent Contractor.**

A. 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 or otherwise act on behalf of City as an agent. 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 agents or employees are in any manner agents or employees of City.

B. Consultant agrees to pay all required taxes on amounts paid to Consultant under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State City regarding the independent contractor status of Consultant and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Consultant, then Consultant agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

C. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section 1.

2. **Standard of Performance.**

A. Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to the Executive Director or his/her designee. The Executive Director or his/her designee may from time to time assign additional or different tasks or services to Consultant, provided such tasks are within the scope of services described in **Exhibit A**. However, no additional or different tasks or services shall be performed by Consultant other than those specified in **Exhibit A**, or those so assigned in writing to Consultant by the City Manager or his/her designee.

B. The City Manager or his designee, shall, until further notice to Consultant, administer this Agreement and provide for immediate supervision of Consultant with respect to the services to be provided hereunder.

3. **Indemnification.**

A. Consultant is skilled in the professional calling necessary to perform the services and duties agreed to be performed under this Agreement, and City is relying upon the skill and knowledge of Consultant to perform said services and duties.

B. City and its respective elected and appointed boards, officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or any other person for, and Consultant shall indemnify, defend, protect and hold harmless Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which Indemnitees may suffer or incur or to which Indemnitees may become subject by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or

other loss occurring as a result of or allegedly caused by the Consultant's performance of or failure to perform any services under this Agreement or by the negligent or willful acts or omissions of Consultant, its agents, officers, directors, subcontractors, subconsultants or employees, committed in performing any of the services under this Agreement. Notwithstanding the foregoing, the provisions of this subsection shall not apply to Claims occurring as a result of the City's sole negligence or willful acts or omissions.

C. Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth in this Section from each and every subcontractor, subconsultant or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required in this Section, Consultant agrees to be fully responsible according to the terms of this Section. Failure of the City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend Indemnitees as set forth herein shall survive the termination of this Agreement and is in addition to any rights which City may have under the law. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under this Agreement or any additional insured endorsements which may extend to City.

D. Notwithstanding the foregoing, City agrees that Consultant's total liability to City for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed an amount that equals ten (10) times the fees paid to Consultant. In no event shall Consultant be liable for special, indirect, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if contractor has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

4. Insurance.

A. Without limiting Consultant's indemnification of Indemnitees pursuant to Section 3 of this Agreement, Consultant shall obtain and provide and maintain at its own expense during the term of this Agreement the types and amounts of insurance as described below:

(i) Commercial General Liability Insurance using Insurance Services Office Commercial General Liability form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$1,000,000 per occurrence for all covered losses and no less than \$2,000,000 general aggregate.

(ii) Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than 1,000,000 per accident, combined single limit. If consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described in the preceding subsection. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.

(iii) Workers' Compensation insurance on a state approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(iv) Professional Liability or Errors and Omissions Insurance as appropriate to the profession, written on policy form coverage specifically designed to protect against acts, errors or omissions of the consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be not less than \$1,000,000 per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this Agreement.

B. City, its officers, officials, employees and volunteers shall be named as additional insureds on the policy(ies) as to commercial general liability and automotive liability.

C. All insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California with a Best's rating of no less than A:VII.

D. All insurance policies shall provide that the insurance coverage shall not be non-renewed, canceled, reduced, or otherwise modified (except through the addition of additional insureds to the policy) by the insurance carrier without the insurance carrier giving City thirty (30) days' prior written notice thereof. Any such thirty (30) day notice shall be submitted to City via certified mail, return receipt requested, addressed to "Risk Manager," City of Lynwood, 11330 Bullis Road, Lynwood, California, 90262. Consultant agrees that it will not cancel, reduce or otherwise modify said insurance coverage.

E. Consultant shall submit to City (i) insurance certificates indicating compliance with the minimum worker's compensation insurance requirements above, and (ii) insurance policy endorsements indicating compliance with all other minimum insurance requirements above, not less than one (1) day prior to beginning of performance under this Agreement. Endorsements shall be executed on City's appropriate standard forms entitled "Additional Insured Endorsement".

F. The Consultant's insurance shall be primary as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

G. Consultant agrees that if it does not keep the aforesaid insurance in full force and effect, and such insurance is available at a reasonable cost, City may take out the necessary insurance and pay the premium thereon, and the repayment thereof shall be deemed an obligation of Consultant and the cost of such insurance may be deducted, at the option of City, from payments due Consultant.

H. Consultant agrees to waive subrogation which any insurer of contractor may acquire from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The workers' compensation policy shall be endorsed to contain a waiver of subrogation in favor of the entity for all work performed by the consultant, its agents, employees, independent contractors and subcontractors.

5. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement.

6. Ownership of Work Product. All reports, documents or other written material developed by Consultant in the performance of this Agreement shall be and remain the property of City without restriction or limitation upon its use or dissemination by City. Such material shall not be the subject of a copyright application by Consultant.

7. Conflict of Interest.

A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the services to be performed by Consultant under this Agreement, or which would conflict in any manner with the performance of its services hereunder. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest which would conflict in any manner with the performance of its services pursuant to this Agreement.

B. Consultant covenants not to give or receive any compensation, monetary or otherwise, to or from the ultimate vendor(s) of services to City as a result of the performance of this Agreement, or the services that may be procured by the City as a result of the recommendations made by Consultant. Consultant's covenant under this section shall survive the termination of this Agreement.

8. Termination.

Should Consultant materially breach the terms and conditions of this Agreement, the City may terminate this Agreement upon fifteen (15) days prior written notice to Consultant which notice shall specify the nature of the default and the effective termination date. Upon such notice of termination, Consultant shall be entitled to the opportunity to cure any such default prior to the effective date of termination. Consultant shall be deemed in default under this Agreement and this Agreement terminated if Consultant fails to completely cure such breach within fifteen (15) days after the date of such notice.

Unless expressly agreed upon in writing by the City, the City shall not be obligated to pay for any services rendered nor any costs or expenses paid or incurred after the date of termination. The effective date of termination shall be upon the date specified in the notice of termination. Consultant agrees that in the event of such termination, City's obligation to pay Consultant shall be limited to payment only for those services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, preserve the product of the services, and turn over to City the product of the services in accordance with written instruction of City.

9. Personnel.

Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Consultant reserves the right to determine the assignment of its own employees to the performance of Consultant's services under this Agreement, but City reserves the right, for good cause, to require Consultant to exclude any employee from performing services on City's premises.

10. Financial Condition.

Prior to entering into this Agreement, Consultant has submitted documentation acceptable to the City Manager, establishing that it is financially solvent, such that it can reasonably be expected to perform the services required by this Agreement. Within thirty (30) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement, Consultant shall submit such financial information as may be appropriate to establish to the satisfaction of the City Manager that Consultant is in at least as sound a financial position as was the case prior to entering into this Agreement. Financial information submitted to the City Manager shall be returned to Consultant after review and shall not be retained by City.

11. Non-Discrimination and Equal Employment Opportunity.

A. Consultant shall not discriminate as to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation, in the performance of its services and duties pursuant to this Agreement, and will comply with all rules

and regulations of City relating thereto. Such nondiscrimination shall include but not be limited to the following: employment, upgrading, demotion, transfers, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant state either that it is an equal opportunity employer or that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement except contracts or subcontracts for standard commercial supplies or raw materials.

12. Assignment.

Consultant shall not assign or transfer any interest in this Agreement nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Agreement or any rights, duties, or obligations arising hereunder shall be void and of no effect.

13. Performance Evaluation.

For any Agreement in effect for twelve months or longer, a written annual administrative performance evaluation shall be required within ninety (90) days of the first anniversary of the effective date of this Agreement, and each year thereafter throughout the term of this Agreement. The work product required by this Agreement shall be utilized as the basis for review, and any comments or complaints received by City during the review period, either orally or in writing, shall be considered. City shall meet with Consultant prior to preparing the written report. If any noncompliance with the Agreement is found, City may direct Consultant to correct the inadequacies, or, in the alternative, may terminate this Agreement as provided herein.

14. Compliance with Laws.

Consultant shall keep itself informed of State, Federal and Local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the state of California pursuant to sections 2105 and 17451 of California Corporations Code. The City, its officers and employees shall not be liable at law or in equity occasioned by failure of Consultant to comply with this Section.

15. Licenses.

At all times during the term of this Agreement, Consultant shall have in full force and effect all licenses (including a City business license) required of it by law for performance of the services hereunder.

16. Non-Waiver of Terms, Rights and Remedies.

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

17. Attorney's Fees.

In the event that either party to this Agreement shall commence any legal or equitable action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs, including costs of expert witnesses and consultants.

18. Notices.

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during Consultant's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the Parties may, from time to time, designate in writing pursuant to the provisions of this section.

19. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California.

20. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original, and all of which together shall constitute one and the same instrument.

21. Severability.

If any provision or any part of any provision of this Agreement is found to be invalid or unenforceable, the balance of this Agreement shall remain in full force and effect.

22. Entire Agreement.

This Agreement, and any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Consultant and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the Parties which expressly refers to this Agreement. Amendments on behalf of the City will only be valid if signed by the appropriate officer of the City as set forth in subsection 6-3.1 et seq. of the Lynwood Municipal Code and attested by the City Clerk.

23. Authority.

The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.