



REQUEST FOR PROPOSALS

CONSULTATION SERVICES FOR THE DEVELOPMENT OF A SINGLE JURISDICTION LOCAL HAZARD MITIGATION PLAN UPDATE

For complete information regarding this project, see RFP posted at <http://www.sfcity.org> or contact the CITY representative listed below.

Thank you for your interest!

Contact Person: Martin Pastucha, Interim Director of Public Works

Phone Number: (818) 898-1237

Email Address: mpastucha@sfcity.org

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1. INTRODUCTION

The City of San Fernando (City) is located in the northwest portion of the San Fernando Valley in Los Angeles County, California. The City has a population of approximately 25,100 people. Like other communities in the Los Angeles County, San Fernando may experience earthquakes, windstorms, flooding, liquefaction, and drought. San Fernando is also subject to risks associated with climate change.

In 2013, San Fernando prepared a Single-Local Jurisdictional Multi-Hazard Mitigation Plan (MHMP) that was approved by FEMA. The plan expired in 2019 and the City is seeking a qualified consultant to develop an update to our single jurisdictional Local Hazard Mitigation Plan (LHMP).

The City of San Fernando is seeking proposals from qualified companies/consultants to provide **the necessary services to develop and submit the Local Hazard Mitigation Plan Update** for the City of San Fernando. The work will involve, but not be limited to, complete review and update of background and technical work regarding hazards, coordination with City staff, conducting public outreach, development of a plan consistent with the FEMA guidance documents, and that is accepted as well as approved by both the Cal OES and FEMA. The Project will be deemed complete upon final acceptance and approval by FEMA and subsequent approval by the San Fernando City Council.

The City of San Fernando Departments will work together with the consultant to create a document that will satisfy the requirements and adhere to the Local Mitigation Planning Handbook March 2013 and Hazard Mitigation Assistance Unified Guidance February 2015, the Disaster Mitigation Act of 2000, as well as the Code of Federal Regulations Section 44 CFR 201(Planning) and Part 206 (Projects), and in Title 2 of the Code of Federal Regulations(2 CFR), Part 200 (Uniform Administrative Requirements), for a single jurisdiction local hazard mitigation plan. In addition the City wants to incorporate the provisions of AB747 contained in Section 65302.15 of the Government Code of the State of California.

General Background Information:

The City of San Fernando has been awarded a sub-recipient grant to perform the update of the City's single Jurisdiction LHMP. Because there are limited funds available, it is a project requirement the City request that a firm fixed cost proposal including travel, supplies and materials be submitted for the entire project. The consultant shall include with proposal a narrative budget justification for each of the budgeted items identified.

2. PROJECT OBJECTIVES

The overarching requirement of the Consultant under this scope of work is to manage, coordinate, prepare, and administer the update of a single jurisdiction MHMP for the City of San Fernando. This scope and contract is intended to be inclusive of the entire MHMP update process from initial planning through final approval by FEMA and adoption by the City. The Consultant shall perform all necessary planning, administration, professional analysis, supporting documentation, and work required for the preparation and adoption of the Updated City of San Fernando Local Hazard Mitigation Plan in full conformance

with the requirements of the Disaster Mitigation Act of 2000, 44 CFR 201.6 and the FEMA Local Mitigation Plan Guidelines as stated above.

3. SCOPE OF WORK

A general Scope of Work has been prepared and is attached as Attachment “A” to be used by Consultants as a basis for responding to this RFP. Please note that all items necessary for the successful planning, preparation, approval and adoption of this LHMP may not be included in this Scope of Work and the Consultants responding to this request shall take the type and magnitude of this project into account when submitting their proposal. Respondents to this RFP are expected to identify in their proposal any modifications to the proposed Scope of Work that may be deemed necessary to achieve successful completion, approval and adoption of the LHMP.

The consultant will facilitate the planning process with the assistance of city staff after the team has been identified for this plan update. In addition to the planning process, the consultant will be requested to:

- Conduct an updated assessment of the hazards and risks that pose a threat to the community, including, but not limited to the relevant hazards and risks as potential threats identified in the 2013 Local Multi-Hazard Mitigation Plan and in the City’s Emergency Operations Plan.
- Identifying available resources, programs, and other efforts capable of assisting the City to mitigate these hazards or improve resiliency to them. Such efforts shall include local, county, regional, state, and federal capabilities.
- Prepare an updated comprehensive Local Multi-Hazard Mitigation Plan consistent with the strategies and actions in the State of California’s Multi-Hazard Mitigation Plan. The Local Hazard Mitigation Plan will also be consistent with applicable local and county plans, including the City of San Fernando Emergency Operations Plan, and the County of Los Angeles Hazard Mitigation Plan.
- Successful approval from CAL OES and FEMA and adoption by City Council of a new LHMP.

4. PROPOSAL RESPONSE REQUIREMENTS

Interested consultants are to provide the City of San Fernando with a thorough proposal with the following sections included in the bidder’s response:

A. Cover Letter

Proposals must be accompanied by a cover letter, signed by an individual authorized to bind the proposing entity. An unsigned proposal is grounds for rejection. The cover letter should include an introduction of the firm and a summary statement of professional qualifications.

B. Company Data

- a. Please submit the following information.
 - i. Official Company Name and Address

- ii. Name, Address, and Contact Information for the Proposer's primary point of contact.
- iii. Indicate the type of entity (corporation, company, joint venture, etc.)
- iv. Federal Employer I.D. Number
- v. A statement indicating whether Proposer is totally or partially owned by another business organization or individual.
- vi. Number of years Proposer has been in business under the present business name.
- vii. Number of years of experience the Proposer has in providing the required, equivalent, or related services.
- viii. A list of all comparable contracts entered into during the last five (5) years, completed or not. Please indicate the following:
 - 1. Year contract started and completed
 - 2. Type of Contract
 - 3. Contracting Agency/Client
 - 4. Project Description
 - 5. Project Manager
- ix. Any failures or refusals to complete a contract (include explanation).
- x. Individuals/Firms who own an interest of 10% or greater in Proposing firm.
- xi. Financial Interest of firm in other line of business

C. Resumes and Qualifications of Personnel

The Proposer shall furnish a qualification plan with sufficient information for judging the quality and competence of the personnel that would be utilized to perform services under the proposed scope of work. In its assessment of the proposals, the City will place considerable emphasis on the commitment by the Proposer to provide qualified personnel for the services being considered. The proposer will furnish resumes in outline form to illustrate key personnel (in terms of qualifications) that would be utilized to perform the scope of services under this proposal. The outline resume should include at a minimum the following information for key personnel which includes Name, Position, Education, and Summary of Experience related to preparation of Hazard Mitigation Plans (in chronological order). **PLEASE NOTE:** The substitution or addition of key personnel/individuals shall be allowed only with prior written approval of the City.

If sub-contractors are to be used as part of this proposal, qualifications of the sub-contractor and relevant experience is to be included in the same format as outlined above.

D. Organization Chart

Proposer shall include an organization chart that reflects titles of key staff and management contacts of each individual assigned to provide services under this proposal. Include in the organization chart a list of all sub-contracted work to individuals/firms. It is City's preference to have key personnel identified in the Organizational Chart to remain on this project during the term of the agreement. The Proposer shall note concurrence on this restriction to change in key personnel. A transition plan process shall be presented in this section in the event there are proposed changes in key personnel

during the term of the agreement that are outside the consulting firms control or if the City requests such a change.

E. References

Proposer must provide three (3) references for whom Proposer has provided similar services to in California of the nature and scope as set forth in the RFP within the last 5 years. Include name of Agency, name of contact person, and description of services provided.

F. Overview and Approach

- **Understanding:** Proposer must include in this section their understanding of the preparation of Local Hazardous Mitigation Plans (LHMP) and adoption by the Federal Emergency Management Agency as outlined in the Request for Proposals.
- **Approach:** Proposer must include in this section their approach to preparation and adoption of a LHMP Update. In this section, Proposer to Include:
 - Understanding and approach for preparing and subsequent adoption of the City's LHMP Update as described within Attachment A: Scope of Work.
 - Strategy for Managing invoices billed against the monies approved of in the FEMA awarded Grant.

Proposer must reference all duties as listed in the Scope of Work.

Proposer must note any services NOT provided by firm.

- Proposer must also list any resources, City assistance, or other items expected to be provided by City (computer, office/work space, etc.)
- Proposer may additionally itemize those services which are further required in the servicing of the project but not noted in the aforementioned paragraphs as requirements. Proposers will title this section as **ADDITIONAL SERVICES**.
- **Project Controls:** Describe the firm's ability to control costs and provide accurate and timely invoices through internal control measures; to monitor and stay within project budget; to monitor and review schedule and describe strategies used to complete the project on schedule.
- Describe the firm's QA/QC (Quality Control/Quality Assurance) processes that will be followed during the term of this agreement. Describe the method of ensuring high quality product.

G. Integration Plan

The proposer must describe how they will integrate their staff and implement their services into city organization.

Once submitted, the proposals and any supplementary documents become the property of the City.

- Proposers are to provide three (3) hard copies and one electronic copy of their proposal.
- Scope of Work – **Attachment “A”** of this RFP
- Project Registration – **Attachment “B”** of this RFP
- State of Compliance – **Attachment “C”** of this RFP.

5. PROPOSAL SUBMITTAL

Proposals must be submitted by Thursday, February 27, 2020 at 2PM. Proposal packets

must be clearly marked and hand delivered or mailed in a sealed envelope to: City of San Fernando, Attention: Martin Pastucha, Interim Director of Public Works, *City of San Fernando, 117 Macneil Street, San Fernando, CA 91340* for Project: **Local Hazard Mitigation Plan Update**. The City will not accept proposals submitted by fax or electronic mail, nor will it accept proposals submitted after the specified deadline. The City is not responsible for and will not accept miss-delivered proposals.

Tentative Project Timeline

Request for Proposal Notification Posting	February 6, 2020
Proposal submittal deadline	February 27, 2020
Consultant selection	March 16, 2020
Insurance submittal/Execution of PSA	March 30,2020
Kickoff meeting	April 9, 2020
City Staff Workshop	April/May, 2020
Community Outreach/Workshops	May 2020 – August 2020
Administrative Draft LHMP	December 2020
Consolidated staff comments provided to consultant	February 2021
Public draft LHMP/Submit to Cal OES	March 2021
Submit to FEMA	Dependent upon response from Cal OES
City Council hearing/adoption	Dependent upon FEMA approval

In order for proposals to be examined and evaluated, the City is requesting three (3) hardcopies of the proposal and one (1) electronic version of the proposal in pdf format. Proposals must be received no later than Thursday, February 27, 2020 at 2 PM.

6. SCORING

A selection committee will review the proposals which will be evaluated on the following criteria only, with values assigned to each item representing its relative importance:

Criteria	Maximum Score
Understanding of Scope of Work/Project Objective/ Project Approach	30
Proposer’s recent experience in conducting work, of similar scope, complexity and magnitude in particular for government agencies.	30
Quality/Qualifications of Staff Proposed for Project	20
General Conformance to RFP and Overall Value of Proposal	20

Total points: 100

Evaluation Criteria

- A. Understanding the Scope of Work / Project Approach: Includes evaluation of the Consultants understanding of what the City has requested in the Scope of Work as well as their input with regard to added or modified scope based on their experience

and knowledge of the overall FEMA process and specific requirements for such plans. Rate the consultant on their technical approach to the LHMP, and the level to which it meets the project objective. This section also includes evaluation of the Consultants approach to how it meets the City's requirements as described in Section 4, and demonstration that they have the ability to successfully meet the proposed schedule.

Recent Experience of Similar Scope: Includes evaluation of the Consultant experience working with local agencies and CALOES and FEMA on Local Hazard Mitigation Plans for agencies of similar size, geography, hazard threat level as the City of San Fernando. Evaluate the firms' ability to meet the timeline for successful delivery of the project In the case of a joint partnership, rate the teams combined experience, and what the partnership brings to the project.

- B. Quality / Qualification of Staff Proposed for Project: Includes evaluation of the quality and specific qualifications that the proposed project team possesses, and how their experience will benefit the preparation of this LHMP. Evaluate the availability of project staff to complete the project in the Consultants proposal. In other words, consider if staff is simply listed in the proposal, or actually committed to perform defined, key roles in the preparation of the LHMP.
- C. General Conformance to RFP and Overall Value of Proposal: Includes evaluation of the Consultants overall value to the City in the preparation of the LHMP. Consider all aspects of the proposal, and rate the Consultant on how well they have conveyed that they understand our needs and how their technical approach, experience and staff provide the best opportunity to achieve the City's objective. Also consider any value added in the form of recommendations, suggested approach strategies, etc. in the Consultants proposal, and how that might benefit this project. This section will also look at the cost of the Consultants approach and weigh against budget and value received by the city for the selection of the consultant for this project.

Upon the selection of contractor, the Proposer will receive a Professional Services Agreement and will be expected to execute the contract within thirty (30) days of notice of award. The initial term of the Professional Services Agreement will be through June 5, 2021.

7. COMMUNICATIONS RELATED TO RFP

Upon release of this RFP, all communications concerning this procurement must be directed to the City contact person listed herein. All communications should be in writing. Any oral communications will generally be considered nonbinding on the City. The City will respond in writing to written communications. If, in the City's opinion, any such response changes the intent of the RFP, or otherwise would provide an advantage to one proposer over another, an addendum to the RFP will be issued to all invited proposers.

Proposers will be asked to sign and return to the City the Statement of Compliance page of this RFP- Attachment "B". The compliance page is a statement that says the Proposer has read the terms and conditions of the Request for Proposals/Contract terms and conditions and agrees to comply with the language. It is strongly suggested that the Proposer provide

the insurance requirements to your insurance carrier in order to make sure you can comply with the City requirements. Any costs to obtain this insurance should be included in the cost proposal. The City will not agree to pay for any insurance costs that are not included in the cost proposal submitted by the Proposer.

Additional RFP Information

Precedence of Terms and Conditions - All other terms and conditions of the Professional Services Agreement attached within this RFP are hereby incorporated into the terms and conditions of this RFP. In the event of a conflict of terms and conditions between the RFP document and the Professional Services Agreement, the terms and conditions expressed in the Professional Services Agreement shall take precedence.

Public Record - Upon submission of a proposal and other materials for consideration by the City, such proposals and materials shall become the property of the City of San Fernando. Proposals may be subject to public inspection and disclosure pursuant to state and federal law after the award of a Professional Services Agreement for this Project/service. Prior to the RFP deadline, proposals may be modified or withdrawn by an authorized representative of the Proposer by written notice to the City of San Fernando.

Specificity of Information - No verbal or written information which is obtained other than through this RFP or its addenda shall be binding on the City. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in or amended to this written RFP document.

Errors and Omissions - This RFP cannot identify each specific, individual task required to successfully and completely implement this Project/service. The City relies on the professionalism and competence of Proposers to be knowledgeable of the general areas identified in the scope of work and to include in their proposals all materials, equipment, required tasks and subtasks, personnel commitments, man-hours, labor, direct and indirect costs, etc. Proposers shall not take advantage of any errors and/or omissions in this RFP document or in the firm's specifications submitted with their proposals. Where such errors or omissions are discovered by the City, full instructions will be given by the City in the form of an addenda.

Proposal Validity - Unless otherwise noted by the Proposer, all proposals shall be held valid for a period of 180 days after proposal submittal deadline.

Right of Rejection - The City reserves the right to: (1) Accept or reject any and all proposals or any part of any proposal, and to waive minor defects or technicalities in such; (2) Request clarification of any information contained in a proposal; (3) Solicit new proposals on the same project, or on a modified project, which may include portions of the original RFP as the City may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional proposals, (5) Reject the response of any proposer who does not pass the evaluation to the City's satisfaction, (6) Allow for the correction of errors and/or omissions; (7) Select the proposal that will best meet the needs of the City, and (8) Negotiate service contract and terms with the successful Proposer.

Right of Rejection of Lowest Fee Proposal - The City is under no obligation to award this

project/service to the Proposer offering the lowest fee proposal. Evaluation criteria expressed in this RFP solicitation shall be used in the proposal evaluation process. In evaluating proposals, the City may consider the qualifications of the proposers and whether the proposals comply with the prescribed requirements

Non-Compliance - Proposers and/or proposals that do not meet the stated requirements for this Project/scope of work may be considered noncompliant and may be disqualified, unless such noncompliance is waived by the City. During the evaluation process, the City reserves the right to request additional information or clarification from those submitting proposals, and to allow corrections of errors and/or omissions if provided in writing.

Exceptions to Proposal Requirements - Proposers may find instances where they must take exception with certain requirements or specifications of the RFP and/ Professional Services Agreement. All exceptions shall be clearly identified using the Statement of Compliance- Attachment A, and written explanations shall include the scope of the exceptions, the ramifications of the exceptions for the City, and a description of the advantage to be gained or disadvantages to be incurred by the City as a result of these exceptions.

Determination of Responsiveness and Responsibility - The City shall have sole authority in determining the responsiveness and responsibility of any and all Proposals. For Proposals containing exceptions to specifications and/or requirements, the City shall have sole authority in determining the extent to which exceptions affect the responsiveness and responsibility of any and all Proposals.

Obligation to Award - The City of San Fernando is not obligated to enter into a Contract or Agreement on the basis of any proposal submitted in response to this RFP. City reserves the right to award multiple contracts for this Project if is deemed most advantageous to the City.

Proposer Reimbursement Prohibition - The City will not pay for any information herein requested, nor are they liable for any costs incurred by any vendors prior to award of a contract or purchase order. The City may require the finalist proposer(s) to provide on-site presentations and demonstrations of the product(s)/service(s) proposed by the proposer(s). All costs associated with the demonstrations or follow- up interviews are the sole obligation of the proposer(s).

Compliance with All Applicable Laws - Proposer declares that it shall comply with all licenses, statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted, including, but not limited to, appropriate contractor/consultant/vendor licensing and business licensing. The performance of the services is subject to the requirements of California Labor Code section 1720 and payment of prevailing wages, the Proposer agrees to comply with all applicable California Labor Code Requirements, including, but not limited to, the requirements that are attached to and made a part of this RFP.

Davis Bacon Language - Minimum wage and certified payroll- Labor on this project shall be paid no less that the greater of the minimum wage rates established by the US Secretary of Labor or by the State of California 's Director of Dept. of Industrial Relations. A copy of the Davis Bacon Wages can be found here: <http://www.wdol.gov/> or provided upon request.

Inclusive Proposal Pricing - Proposal pricing shall include any and all applicable licenses, insurance coverage, endorsements, bonding and if necessary, any wage compliance deemed necessary to perform the Work or Services as part of the Project described in this RFP. City will not be responsible for reimbursing Contractors for any charges not included in the Proposal pricing that are incurred in securing these requirements.

Retention language - The City will withhold 5% of each payment from the Contractor. The City or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:

- a. Defective work not remedied or uncompleted work.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure to properly pay subcontractors or to pay for material or labor.
- d. Reasonable doubt that the Work can be completed for the balance then unpaid.
- e. Damage to another contractor.
- f. Damage to the City.
- g. Damage to a third party.
- h. Delay in the progress of the Work, which, in the City's judgment, is due to the failure of the Contractor to properly expedite the Work.
- i. Liquidated damages or other charges that apply to the Contractor under the Contract.
- j. Any other lawful basis for withholding payment under the Contract.

Questions and Clarifications

Any questions regarding the scope of work or business terms should be submitted via email or in writing to Martin Pastucha, Interim Director of Public Works, City of San Fernando 117 Macneil Street, San Fernando, CA 91340. All requests for information and answers will be submitted to the proposers that have registered for the RFP. All questions must be received no later than five (5) calendar days prior to the proposal submission deadline.

Attachments

- A. Scope of Work
- B. Proposal Registration Form
- C. Statement of Compliance

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SCOPE OF WORK,
CITY OF SAN FERNANDO
LOCAL HAZARD MITIGATION PLAN

SCOPE OF WORK

A consultant is being sought to manage, coordinate, prepare, and administer the development of a Local Hazard Mitigation Plan (LHMP) Update for the City of San Fernando. This scope and contract is intended to be inclusive of the entire LHMP process from initial planning through final approval by FEMA and adoption by the City. The Consultant shall perform all necessary planning, administration, professional analysis, supporting documentation, and work required for the preparation and adoption of the City of San Fernando Updated Local Hazard Mitigation Plan in full conformance with the requirements of the Disaster Mitigation Act of 2000, 44 CFR 201(Planning) and Part 206(Projects), and in title 2 of the Code of Federal Regulations (2 CFR), Part 200 (Uniform Administrative Requirements) and the FEMA Local Mitigation Planning Handbook March 2013.

These five tasks will be used in the City's Hazard Mitigation Project Work Plan:

- 1) ORGANIZATION OF RESOURCES
- 2) PROJECT MANAGEMENT
- 3) COMMUNITY CAPABILITIES & RISK ASSESSMENT
- 4) DEVELOPMENT OF MITIGATION ACTIONS & STRATEGY
- 5) DRAFT HAZARD MITIGATION PLAN

Task 1 - Organization of Resources

The Consultant's primary objective for this task element is to identify activities that will be utilized throughout the facilitated planning effort. Under this task the Consultant will:

- Assist in the organization of an Internal Working Group consisting of City employees from representative departments of the city and facilitate the meetings on the discussion, coordination, and review of information necessary for the consultant to complete the updated LHMP.
- Facilitate initial meetings to confirm and seek concurrence on the purpose of the City LHMP, and to refine the Scope of Work and schedule to complete the updated LHMP.
- Prepare, organize and maintain documentation that memorializes the entire planning process, informs the public and stakeholders of the overall approach, and serves as permanent record as to the plans development, public involvement, and decisions made.
- Develop and implement a public outreach strategy that:
 - Conform to the statutory requirements of the Code of Federal Regulations 44 CFR 201.6, and also the requirements of FEMA Local Mitigation Planning Handbook and Community Rating System (CRS) program.

- Document, evaluate and incorporate input received from outreach efforts.
- Organize, notice and facilitate a minimum of two (2) public outreach workshops. The workshops should provide the public with an opportunity to interact with the LHMP Planning Team, introduce the public to the progress and outcomes of the LHMP planning process, review the outcomes of the hazard identification and risk assessment, and act as a public commenting tool for the Public Review Draft LHMP.
- Ensure neighboring communities, local and regional agencies involved in hazard mitigation activities, agencies that have the authority to regulate development, as well as other to be determined interests are involved in the planning process as required by 44 CFR 201.6 (b)(2).

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Task 2 - Project Management

Consultant shall identify a Project Manager to be used on this project at the time of their proposal. This individual shall oversee the management of the entire project, administer all instructions from the Project Management Team, Cal OES and/or FEMA and answer or obtain answers to all questions from the Project Management Team, Cal OES and/or FEMA during and after the work. Specific Project Management Tasks will include:

- Develop and maintain a critical path method schedule for the project. Update project schedule at least monthly.
- Prepare monthly progress reports to be submitted with payment invoices describing work progress and indicating the percentage of work completed, and percentage of budget expended by task element.
- Assist the City Project Manager in preparing monthly progress reports and quarterly reports to be submitted to Cal OES and to meet obligations of the Cal OES sub-recipient grant providing funding for the services to update the LMHP. Participate in teleconferences with these agencies and the City to resolve any outstanding issues or answer questions.
- Anticipate planning and facilitating the following meetings:
 - a. Kick Off meeting
 - b. Monthly project management team meetings – on site or via phone
 - c. Monthly planning team meetings – on site or via phone
 - d. Public workshop meetings – (Minimum of 2 meetings: 1 during the planning process, 1 during public review period)
 - e. City Council adoption – 2 regular Council meetings at minimum (may require Planning Commission Meeting as well)
- Project management closeout meeting (1 meeting)
- Prepare agendas and reference information, and keep/prepare minutes for all conference calls or meetings. Conference notes shall be prepared in typed form and furnished electronically to the City project manager within five (5) days after date of conference/meeting.

Task 3 – Community Capabilities & Risk Assessment

1. Community Capabilities

The Consultant will compile and review the existing 2013 Multi-Hazard Mitigation Plan, policies, reports, studies, and data available from local, state and federal sources, interview local departments and agencies and work with the LHMP Planning Team to identify and document all capabilities currently in place within the City that reduce disaster losses, or that could be utilized to reduce losses in the future. Under this task we are looking for the Consultant to:

- Identify and document any current authorities, programs, staffing, funding and other resources currently in place or available to accomplish mitigation and reduce vulnerability.
- Identify and document current infrastructure in place, such as flood controls, that either positively or negatively impact the City's vulnerability to disaster.
- Review and describe the City's participation in the NFIP and its floodplain management program, and if and how it will need to comply with the NFIP requirements.
- Develop strategies to expand upon and/or improve existing policies and programs in the City's existing Multi-Hazard Mitigation Plan.

2. Risk Assessment and Vulnerability Analysis

The objective of this task is to identify and prioritize potential hazards and risks to the people, economy, as well as both built and natural environments of the City; and to update the overall assessment of the City's vulnerability to and potential impacts of each hazard identified in the city's 2013 Multi-Hazard Mitigation Plan. Using various planning documents within the City and/or Los Angeles County, appropriate CAL OES resources, or FEMA hazard software and other resources, and local staff compile an updated and accurate inventory of the types and numbers of buildings, infrastructure, and critical facilities that may be vulnerable to each of the identified potential hazards. Results from this task element will form the foundation for the subsequent identification of the appropriate mitigation actions for reducing losses. Under this task the Consultant will update the document as required:

- Identify and evaluate vulnerable assets, and estimate loss potential of those assets.
- Describe natural, technological, and/or human caused hazards that have potential to affect the City's assets.
- For each hazard affecting the planning area, prepare a description of geographic location, extent, previous occurrences, and probability of future events.
- Prepare and provide an overall summary of each hazard profile and its impact on the community..
- Identify addresses of NFIP insured structures that have been repetitively damaged by floods.
- Review existing studies, reports and plans related to historical disasters, and document disaster declaration history.

- Utilize FEMA’s Hazes, RiskMAP products (and/or other appropriate software) to generate level 2 vulnerability assessments for earthquake and flood hazards.
- Develop a parcel-level inventory of vulnerable structures.
- Document the analysis and findings from this task element in a manner and format that planners, policy makers and community members can easily decipher. Technical data and output relevant to the risk assessment may be included in appendices.
- Include graphics and generate Geographic Information System (GIS) based maps that will illustrate the extent and location of each hazard, as well as other available information, within the defined planning area.

Task 4 – Develop Mitigation Actions & Strategy

The objective of this task is to review the existing mitigation strategy, and develop updated specific mitigation actions to address each of the identified hazards with the goal of reducing or avoiding long-term vulnerabilities to the identified hazards. Under this task, the Consultant will review the existing document and identify mitigation goals, mitigation actions, and develop an updated mitigation action plan. Mitigation actions will be evaluated and prioritized based on, amongst other criteria, a planning level Benefit-Cost assessment. Other criteria may include life safety, preservation of property, environmental, legal, and political. Under this task the Consultant will as necessary:

- Identify Mitigation Goals that define what long-term outcomes the City wants to achieve with the plan.
- Identify specific mitigation actions, projects, activities, policies & processes, or programs recommended to reduce or eliminate the impacts of the hazards identified in the updated risk assessment task element.
- To the extent that appropriate data and information is available, prepare a cost estimate on a defined comparative cost scale as a basis to compare and prioritize mitigation actions.
- Identify how each mitigation action will be implemented, including who is responsible for various actions, funding mechanisms, timeframe for implementation, and implementation priority.
- Identify those mitigation actions for which there is no current or planned funding mechanism.
- Describe the status of any mitigation actions defined in the City’s current Multi-Jurisdictional Hazard Mitigation Plan as “completed” or “not completed”. For “not completed” actions, indicate if those are included in the new Updated LHMP.
- Prepare a matrix that summarizes mitigation actions, priority, responsible party(ies), funding mechanisms, benefit/cost, and technical feasibility similar to the example given on Page 6-14 (Summary of Mitigation Actions) of the FEMA Local Mitigation Planning Handbook (March 2013).

Task 5 – Prepare Draft Hazard Mitigation Plan

The principal objective of this entire scope, and specifically this task is to compile and submit updated comprehensive Single Jurisdiction Local Hazard Mitigation Plan to California Emergency Management Agency (Cal EMA) and FEMA Region IX that will meet FEMA’s criteria for such plans. Under this task, the Consultant, working with the planning team will assemble the plan utilizing all data generated in Task Elements 1 through 4.

The Consultant will ensure that each required component is included in the updated plan in accordance with the FEMA Local Mitigation Plan Review Guide, published October 1, 2011 including plan maintenance procedures for scheduled monitoring, evaluating, and updating the plan in the future. Specifically, the updated plan should identify and analyze a comprehensive range of specific mitigation actions and projects to reduce hazards, with emphasis on existing buildings and infrastructure. The updated plan should also identify the process for incorporating the plan’s requirements into other planning mechanisms, such as the City’s Emergency Operations Plan, etc.. The anticipated plan review and adoption process is as follows:

- Submit an administrative draft of the LHMP to the City Planning Team for review and comment.
- Collaborate and incorporate comments from the City Planning Team, and prepare a Public Review Draft and circulate as appropriate for public review and comment, including City Commissions and City Council. Public Review comments shall be incorporated into an Appendix of the final LHMP.
- Incorporate public review comments, and submit a draft LHMP to Cal OES State Hazard Mitigation Officer (SHMO) for review and comment.
- Collaborate and incorporate comments from Cal OES/SHMO, and submit a final draft LHMP through Cal OES to FEMA for review and comment.
- Collaborate and incorporate comments from FEMA, and prepare a final Updated LHMP for adoption by the City of San Fernando.
- Assist the City Planning Team with final adoption procedures by the City of San Fernando City Council, and incorporate documentation of local adoption into the final Updated LHMP.
- Assist the Planning Team to secure final approval letter and plan review tool from FEMA. Under this task, the Consultant is responsible to insure the plan and the planning process is completed to the satisfaction of, and in accordance with the criteria establish by FEMA. Should the Updated LHMP not receive approval after CAL OES and FEMA review, the Consultant is responsible to review “required revision” comments provided by these agencies and perform all necessary follow-on tasks to finalize the Updated LHMP to the satisfaction of FEMA.

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CITY OF SAN FERNANDO
PROPOSAL REGISTRATION FORM

Project: – Local Hazard Mitigation Plan Consultation Services

Date to be submitted by: 2 PM on February 27, 2020

All Proposers intending to submit proposals must immediately complete this form and fax it to the City of San Fernando, CA-Attn: Martin Pastucha, Public Works Department-
FAX (818) 361-6728.

Proposers failing to comply with this requirement will not receive addendums that might be issued which could affect the proposal being submitted.

Firm/Company Name	
Address	
City and State	
Phone	
Fax	
Email	
Contact Person (Name & Title)	
Date	

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CITY OF SAN FERNANDO

STATEMENT OF COMPLIANCE FORM

Instructions: Each proposal must be accompanied by a signed Statement of Compliance. The Proposer must sign one, and only one of the declarations stated below and remit as part of your Proposal as Attachment A.

No Exceptions.

The undersigned declares that the Proposal submitted by (Name of Firm/Company) _____ to provide the services as described in the RFP was prepared in strict compliance with the instructions, conditions, and terms listed in the RFP, Scope of Services and Purchase Order Terms and Conditions with no exceptions taken.

Signature: _____ Date: _____

Printed Name and Title: _____

Exceptions.

By signing below, the Proposer acknowledges that the Proposal submitted by (Name of Firm/Company) _____ has been prepared in consideration of and with exception to some of the terms of the RFP, Scope of Services and Purchase Order Terms and Conditions. By signing below, the Proposer declares that the Proposal includes a statement that identifies each item to which the Proposer is taking exception or is recommending change, includes the suggested rewording of the contractual obligations or suggested change in the RFP, and identifies the reasons for submitting the proposed exception or change. The City reserves the right to reject any declarations that are not accompanied with the required documentation as described above.

Signature: _____ Date: _____

Printed Name and Title: _____

[Attach a separate sheet(s) detailing each exception being taken]

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CITY OF SAN FERNANDO
PROFESSIONAL SERVICES AGREEMENT

AGREEMENT

This Agreement is made and entered into this ___ day of _____, 202_, by and between the City of San Fernando, a California Municipal Corporation, 117 McNeil Street, San Fernando, California, 91340, hereinafter referred to as "City," and _____, hereinafter referred to as "Consultant."

RECITALS

WHEREAS, the City has determined that it requires the following professional services from Consultant: _____; and _____;

WHEREAS, Consultant represents and warrants that it is fully qualified to perform such professional services by virtue of specialized experience and training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, the legislative body of the City on ___ by Resolution No. ___ authorized execution of this Agreement on behalf of the City in accordance with the City Municipal Code and/or other applicable law. [Delete section if not applicable]

NOW, THEREFORE, City and Consultant, for the consideration hereinafter described, mutually agree as follows:

1. DESCRIPTION OF SERVICES OR SCOPE OF WORK

The services to be performed under this Agreement (the "Services") areas follows: Consultant Services for the Development of A Single Jurisdiction Local Hazard Mitigation Plan Update.

The Services are further described in Consultant's proposal (the "Proposal"), which is attached to and made a part of this Agreement as Exhibit "A".

2. TERM

The Agreement term will commence on date of execution and expire on June 5, 2021 unless the Agreement term is amended or the Agreement is terminated in accordance with its terms.

3. PAYMENT TERMS AND NOT TO EXCEED AMOUNT

City agrees to pay Consultant for Services that are actually performed in accordance with this Agreement. To be eligible for payment, Consultant invoices must be submitted not more often than monthly to City and list the Services performed and the amounts to be paid according to the cost categories and prices in the Proposal. Invoices from Consultant shall be clearly marked with Consultant's name, project name, an itemized description of services rendered during the period covered by the invoice, and City's project account number, if applicable. Invoices shall also contain the total number of

hours of work performed under the Agreement by the Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder. When the total number of hours of work by Consultant and any individual employee, agent or subcontractor of Consultant reaches or exceeds 800 hours, a separate notice shall be provided which shall include an estimate of the time necessary to complete the work described in Exhibit "A".

A. In no event will City's obligation to pay the Consultant under this Agreement exceed \$ ____, (the "Not to Exceed Amount"), unless this Agreement is first modified in accordance with its terms. Where the Proposal provides for compensation on a time and materials basis, Consultant must maintain adequate records to permit inspection and audit of Consultant's time and material charges under this Agreement. Consultant will make such records available to City during normal business hours upon reasonable notice. In accordance with California Government Code Section 8546.7, if the Not to Exceed Amount exceeds TEN THOUSAND DOLLARS (\$10,000.00), this Agreement and the Consultant's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

4. TIME OF COMPLETION

Consultant must commence performance of the Services upon receipt of written direction to proceed from City. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standards of performance provided in Section 7 below and to satisfy Consultant's obligations hereunder. Consultant will complete the Services in accordance with this Agreement by June 5, 2021 (the "Time of Completion"). The Time of Completion may only be modified by an amendment of the Agreement in accordance with its terms.

5. INDEPENDENT CONTRACTOR

Consultant and City agree that the Consultant will perform the Services as an independent contractor and not as an employee or agent of the City. Persons employed or utilized by Consultant in the performance of the Services will not be employees or agents of the City. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

6. SUBCONTRACTING

Consultant may subcontract portions of the Services upon the prior written approval of the City. The Consultant will be solely responsible for payment for such subcontract services. No contractual relationship will exist between any such subcontractors of the Consultant and the City.

7. STANDARD OF PERFORMANCE

A. Consultant will perform the Services in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession and will prepare all work products required by this Agreement in accordance with those standards. Consultant will comply with all federal, state and local laws and regulations applicable to performance of the Services, including, but not limited to, the California Building Code, the Americans with Disabilities Act, any copyright, patent or trademark law, and any air pollution control law(s) or regulation(s). Consultant's failure to comply with

any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

B. Consultant shall assign only competent personnel to perform services pursuant to this agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from the city of such desire of City, reassign such person or persons.

8. OTHER GOVERNMENTAL REGULATIONS

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

9. USE OF RECYCLED PRODUCTS

Consultant shall endeavor to prepare and submit all reports, written studies, and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10. INDEMNITY

To the maximum extent permitted by law, Consultant shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The Consultant's obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the Consultant's inability to evaluate Liability, or because the Consultant evaluates Liability and determines that the Consultant is not or may not be liable. The Consultant must respond within 30 calendar days to any tender for defense and indemnity by the City, unless the time for responding is extended by an authorized representative of the City in writing. If the Consultant fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the Consultant under this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the matter subject to tender, or until the Consultant accepts the tender, whichever occurs first.

The Consultant waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the Consultant arising out of or in connection with the Services or Consultant's failure to comply with any of the terms of this Agreement.

Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code § 2783, as may be amended from time to time, Consultant's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code § 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to Cal. Civil Code § 2782.8, as amended from time to time, Consultant's duty to indemnify shall only be to the maximum extent permitted by Civil Code § 2782.8.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement 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 City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

Consultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

11. INSURANCE

- a. All required insurance must be provided in the form of "occurrence"-type policies underwritten by admitted insurers in the State of California with a rating of A or better from the current year Best Rating Guide. All policies must be issued at the expense of the Consultant and must be maintained at the Consultant's expense throughout the performance of the Work. Consultant shall maintain insurance as required by this contract to the fullest amount allowed by law.
- b. The limits of the Commercial General Liability (including bodily injury, personal injury and property damage) insurance shall be:

\$2,000,000 per occurrence
\$2,000,000 aggregate

- c. If the work to be performed involves vehicles or vehicular equipment, the Automobile insurance limit shall be:

\$2,000,000 per accident for bodily injury and property damage

Automobile coverage should be at least as broad as Insurance Services Automobile Liability form CA 0001 Code 1 ("any auto"). No endorsement may be attached limiting the coverage. If coverage provided is anything less than 'any auto' additional information, such as schedule of covered autos or proof of personal auto liability coverage, may be required by the City.

Worker's Compensation Insurance. Proof of Workers Compensation and Employers Liability insurance as required by any applicable law, regulation or statute, including the provisions of Division IV of the Labor Code of the State of California, and any act or acts amending it. Worker's compensation insurance must be for Statutory Limits and must cover the full liability of the Consultant. The Consultant's Employer's Liability Insurance must be in an amount no less than \$1,000,000.00 per occurrence. The workers' compensation policy must be endorsed with a waiver of

subrogation. The insurance company, in its endorsement, must agree to waive all rights of subrogation against the City, its officers, officials, employees, agents and volunteers for losses paid under the terms of such policy.

- d. Umbrella/Excess Policy. The limits of insurance required under this Contract 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 City (if agreed to in a written contract or agreement) before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.
- e. If applicable, the Consultant, at its own cost and expense, must maintain for the period covered by this Agreement professional liability insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering errors and omissions. Any deductible or self-insured retention under the required professional liability insurance may not exceed \$150,000 per claim.
- f. The City's Risk Manager may increase or decrease the insurance requirements and limits set forth in those cases in which he/she determines that special circumstances justify such an increase or decrease.
- g. Both the General Liability and Auto endorsements must add the City, its officials, officers, employees, agents and volunteers as an additional insured ("Additional Insured"). The Additional Insured coverage under the Consultant's general liability policy shall be "primary and non-contributory" and Consultant's coverage will not seek contribution from the City's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
- h. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the name insured; whichever greater.
- i. The Consultant shall provide the City with a 30-day written notice of any reduction or cancellation of such insurance required to be furnished by the Consultant and include a severability of interest clause acceptable to the City and if requested by the City.
- j. If an Umbrella or Excess Policy is used to satisfy the requirements, then an email or language stating such on the certificate must be provided from the insurance carrier/broker and that Umbrella/Excess Policy 'follows form' or is 'continuous' to the General liability and/ Auto liability policy in addition to the required endorsement.
- k. Examples of City approved insurance forms are included in this PSA package. If the Consultant's insurance carrier chooses to use forms other than the City's approved forms, such forms shall be subject to the approval of the City. If the Consultant provides policy pages instead of an endorsement the insurance agent/broker will be asked to sign, initial and date all applicable sections of the policy that meet the City's insurance requirements.
- l. All self-insured retentions (SIR) must be disclosed to City for approval and shall not reduce the limits of liability. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or the City. The City

reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right exercise later.

m. Subcontractors

- i. Consultant agrees to include with all subcontractors in their subcontract the same requirements and provisions of this contract including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Consultant shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and Consultant will provide proof of compliance, upon request, to the City.
- ii. Any Subcontractor hired by the Consultant agrees to be bound to the Consultant and the City in the same manner and to the same extent as Consultant is bound to the City under the Contract. Subcontractor further agrees to include the same requirements and provisions of this Contract, including the indemnity and insurance requirements, with any Subcontractor to the extent they apply to the scope of the Subcontractor's work. A copy of the contract indemnity and insurance provisions will be furnished to the Subcontractor upon request

12. NON-DISCRIMINATION

During the performance of this Agreement, Consultant will not discriminate against any employee of the Consultant or applicant for employment because of race, religion, creed, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation. Consultant will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation.

13. LICENSES AND PERMITS

A. BUSINESS LICENSE

Before the City will issue a notice to proceed with the Services, to the extent the business license requirements of the San Fernando Municipal Code apply, Consultant and any subcontractors subject to the requirements must acquire at their sole expense a business license from City in accordance with the Code. Such licenses must be kept valid throughout the Agreement term.

B. OTHER LICENSES AND PERMITS

Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice in their respective professions. Consultant expressly represents and warrants to City that Consultant and its employees, agents, and any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.

14. OWNERSHIP OF WORK PRODUCTS AND TREATMENT OF DOCUMENTS

All plans, specifications, reports, designs and other documents prepared by Consultant pursuant to this Agreement shall be and remain the property of the City. Any modification or reuse of such documents by the City without Consultant's prior written consent will be at the City's sole risk. Except as may be

otherwise required by law, Consultant will disclose no data, plans, specifications, reports or other documents pertaining to the Services without the prior written consent of the City.

15. ALTERNATIVE DISPUTE RESOLUTION

If any dispute arises between the parties that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

A. Each party shall designate a senior management or executive level representative to negotiate any dispute.

B. The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

C. If the issue remains unresolved after ten (10) days of good faith negotiations, the parties shall attempt to resolve the disagreement by negotiation between legal counsel. If the above process fails, the parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

D. The mediation process shall provide for the selection within 15 days of both parties of a disinterested third person as mediator, shall be commenced within 30 days, and shall be concluded within 15 days from the commencement of the mediation.

E. The parties shall equally bear the costs of any third party in any alternative dispute resolution process.

F. The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to, nor shall be construed to, change the time periods for filing claims or action specified by Government Code section 900, et seq.

16. TERMINATION AND REMEDIES

A. City may terminate this Agreement for convenience by giving at least 10 days' written notice to Consultant specifying the termination effective date. Upon receipt of such notice, Consultant may continue performance of the Services through the date of termination. City shall pay Consultant for all Services actually performed in accordance with this Agreement through the termination effective date. City, however, may condition payment of such compensation upon Consultant delivering to City any and all documents provided to or prepared by Consultant, and any and all documents provided to or prepared by City for Consultant, in connection with this Agreement. Such material may consist of photographs, computer software, video and audio tapes and other materials.

B. If Consultant materially breaches any term of this Agreement, in addition to any other remedies the City may have at law or equity, the City may:

1. Terminate the Agreement by notice to the Consultant specifying the termination effective date;
2. Retain, and/or recover from the Consultant at no additional cost to the City, the plans,

specification, drawings, reports and other design documents and work products prepared by Consultant, whether or not completed; Complete the unfinished Services itself or have the unfinished Services completed, and/or;

3. Charge Consultant, or deduct from monies that may be due or become due the Consultant under this Agreement, the difference between the cost of completing the unfinished Services pursuant to this Agreement and the amount that would otherwise be due Consultant had Consultant completed the Services in accordance with this Agreement.

17. BINDING EFFECT AND ASSIGNMENT PROHIBITION

This Agreement is binding upon City, Consultant, and their successors. Except as otherwise provided herein, neither City nor Consultant may assign, sublet or transfer its interest in this Agreement or any part thereof without the prior written consent of the other, and any purported assignment without such consent will be void.

18. REPRESENTATIVES

A. City representative for purposes of this Agreement will be_____. Consultant representative for purposes of this Agreement will be_____. The parties' designated representative will be the primary contact person regarding the performance of the Services. The parties intend that their designated representatives will cooperate in all matters regarding this Agreement and in such a manner so as to achieve performance of the Services in a timely and expeditious fashion. Consultant shall not substitute or replace primary representative without approval of the City.

B. Notices:

Any written notice to Consultant shall be sent to:

Any written notice to City shall be sent to:

Director of Public Works
City of San Fernando
117 Macneil Street
San Fernando, CA 91340

19. INTEGRATION AND AMENDMENT

This Agreement represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, whether written or oral. If a discrepancy, disagreement, ambiguity, inconsistency or difference in interpretation of terms arises as to terms or provisions of this Agreement and any Exhibit(s) attached to this Agreement, this Agreement shall control and shall be deemed to reflect the intent of the Parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by a representative authorized to bind the Consultant and a representative authorized to bind the City.

20. CONFLICT OF INTEREST PROHIBITION

City and Consultant will comply with the requirements of the City's Conflict of Interest Code adopted pursuant to the provisions of California Government Code Section 87300 and following, the Political Reform Act (California Government Code Section 81000 and following), the regulations promulgated by the Fair Political Practices Commission (Title 2, Section 18110 and following of the California Code of Regulations), California Government Code Section 1090 and following, and any other ethics laws applicable to the performance of the Services and/or this Agreement. Consultant may be required to file with the City Clerk a completed Form 700 before commencing performance of the Services unless the City Clerk determines that completion of a Form 700 is not required, pursuant to the City's Conflict of Interest Code. Form 700 forms are available from the City Clerk.

The Consultant may not perform Services for any other person or entity that, pursuant to any applicable law or regulation, would result in a conflict of interest or would otherwise be prohibited with respect to the Consultant's obligations pursuant to this Agreement. The Consultant agrees to cooperate fully with the City and to provide any necessary and appropriate information requested by the City or any authorized representative concerning potential conflicts of interest or prohibitions concerning the Consultant's obligations pursuant to this Agreement.

Consultant may not employ any City official, officer or employee in the performance of the Services, nor may any official, officer or employee of the City have any financial interest in this Agreement that would violate California Government Code Section 1090 and following. Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code Section 1090 and following, the entire Agreement is void and Consultant will not be entitled to any compensation for Consultant's performance of the Services, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant under this Agreement. Consultant understands that, in addition to the foregoing, penalties for violating Government Code Section 1090 may include criminal prosecution and disqualification from holding public office in the State of California.

Any violation by the Consultant of the requirements of this provision will constitute a material breach of this Agreement, and the City reserves all its rights and remedies at law and equity concerning any such violations.

21. APPLICABLE LAW AND VENUE

The laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and the interpretation of this Agreement. Any action or proceeding that is initiated or undertaken to enforce or interpret any provision, performance, obligation or covenant set forth in this Agreement shall be brought in a state court in Sonoma County.

22. RECOVERY OF ATTORNEY'S FEES

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret any term of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees

in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

23. SEVERABILITY

If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged will remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

24. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

City

CONSULTANT

By: _____
Nick Kimball, City Manager

By: _____

ATTEST:

By: _____
Elena G. Chávez, City Clerk

APPROVED AS TO FORM:

By: _____
Richard Padilla, City Attorney