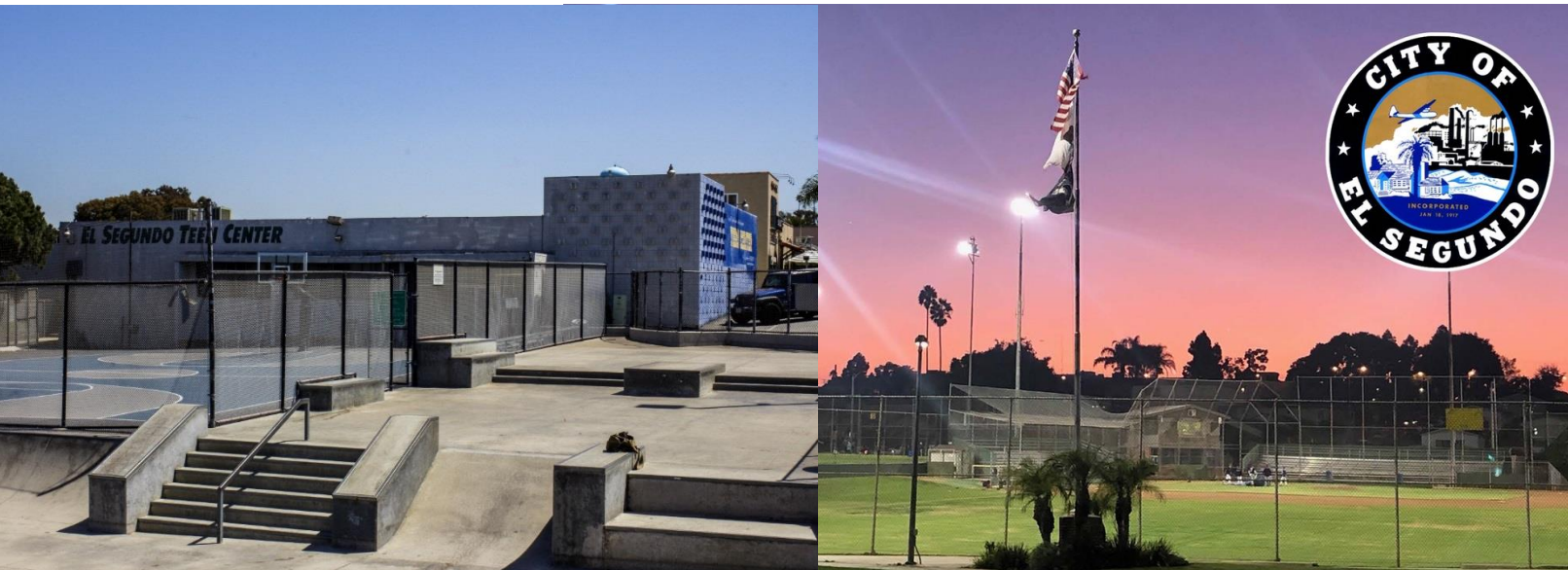


EL SEGUNDO

COMMUNITY SERVICES

RECREATION & PARKS NEEDS ASSESSMENT

REQUEST FOR PROPOSALS NO. 20-05
DECEMBER 10, 2020



The City of El Segundo invites qualified and experienced facilities, operations, and parks planning consultants to submit a sealed proposal to provide consultant services related to development of a Recreation & Parks Needs Assessment and Plan of Action for El Segundo, CA.

Six (6) hard copies and one (1) electronic copy of the sealed proposal are due to the City Clerk by:

11:00 a.m. PST, January 21, 2021

City of El Segundo
350 Main Street Room No.5 (City Clerk's Office)
El Segundo, CA 90245

Late proposals will not be accepted

Section 1: Introduction, Background, and Project Description

The City of El Segundo seeks to develop a collaborative, community-supported Recreation & Parks Need Assessment and Plan of Action (Plan) that outlines how to best meet the future parks, trails, open space, and recreational needs of its citizens, and builds economic and cultural value. The Plan will provide a clear vision supported by goals, policies, and objectives that give direction to the City's boards, commissions, and staff for development, redevelopment, expansion, and enhancement of El Segundo's parks and recreation programs and assets. The Plan will help guide City goals and priorities for the next twenty years or more.

The consultant firm will report to the Community Services Director Melissa McCollum. Any questions regarding this RFP may be emailed to mmccollum@elsegundo.org no later than 5:00 p.m. PST, January 7, 2021.

The scope of professional services to be provided shall include the completion of the tasks described herein, as well as other elements or modifications which may be agreed upon through the request for proposal process. All services shall be provided in accordance with the City's standard Professional Services Agreement which is provided as Attachment A.

City Profile

The City of El Segundo was incorporated in 1917 and has a long history as an economic powerhouse within South Bay communities of the Los Angeles Basin. The City earned its name as the home of Standard Oil's second refinery in California, which dates back to 1911. The City is now home to approximately 17,000 residents, and an estimated 70,000 people work within the City. The El Segundo Unified School District's two elementary schools, middle school, and high school serve 3500 students.

El Segundo has a friendly, small town charm and offers beautiful residential neighborhoods, a vibrant downtown, and unrivaled connectivity and access to the greater Los Angeles region, Los Angeles International Airport, and Pacific Ocean in addition to fifteen parks, five Community Services buildings, and numerous sports fields, basketball courts, tennis, pickleball, racquetball, and volleyball courts, pools, a Skate Park, and an outdoor hockey rink.

The City of El Segundo prides itself on its community focus and high quality of life.

Community Services Department Overview

The El Segundo Community Services Department provides opportunities for El Segundo residents of all ages to participate in a multitude of classes, programs, events and other experiences throughout its parks, fields, and facilities. The Community Services Division works in cooperation with residents, community partners, and other City departments to deliver superior services and programs in a professional, proactive, and cost-effective manner.

Examples include:

- Over 1,000 recreational classes annually
- Low- and no-cost programming for all ages
- Large-scale special events, including Citywide celebrations
- Access to recreational facilities and parks (see Attachment B), including
 - Recreation Center (George E. Gordon Clubhouse)
 - Senior Center (Joslyn Center)
 - Teen Center
 - Administrative/Rec Park Building (Checkout Building)
 - Camp Eucalyptus
 - Two Aquatics facilities (under Joint Use Agreements with school districts) and an additional outdoor pool
 - Skate Park
 - Indoor and outdoor rental facilities
 - Lighted and unlighted sports fields, basketball courts, outdoor hockey rink, racquetball courts, volleyball courts, and tennis courts (some governed by Joint Use Agreements)
 - 15 Parks

The dedicated Recreation workforce is composed of 10 full-time employees and more than 100 part-time and seasonal employees who are enthusiastic about supporting community wellbeing in El Segundo.

Project Background

The El Segundo City Council approved an internal reorganization in November 2020. Changes include a restructuring of departments, department name changes, and consolidation of functions. The goal is to close gaps in service, reduce redundancies, improve accountability, and deliver exceptional customer service. The changes will allow the City to address the growing and evolving needs of residents and business owners. The City's new Community Services Department combines recreation services, the public library, and cultural arts.

The City of El Segundo has not developed a comprehensive Recreation and Parks Master Plan in the past. Now is a great opportunity to conduct a detailed needs assessment and develop a community and data driven Plan of Action for the Community Services Department with the purpose of providing guidance to the City for the organized and structured development of the City's parks, open spaces, and recreational facilities, and related programs and services.

The Community Services Needs Assessment and Plan will reflect community needs, address aging infrastructure, serve as a planning document for Capital Projects, help prioritize needs, and ensure support for City of El Segundo parks and recreational facilities for years to come.

Section 2: Scope of Services

The scope of services for this project will include the following components:

Public Engagement & Visioning

This phase shall be an all-inclusive process to determine the recreation and parks needs and values of the community, producing a guiding vision and themes for the Plan. A variety of formats, such as web, social media, participatory workshops and charrettes and road show presentations should be utilized. Facilitating participation by underrepresented populations (children and young adults, ethnic and racial minorities, low-to-moderate income residents, and older adults) should receive attention.

Recreation & Parks Trend Analysis

The consultant will produce an analysis of current and projected recreation and parks trends and how these should inform City policy. The focus should be determining if El Segundo's current recreation and parks infrastructure facilitates the types of uses and activities desired by current and potential users. The analysis should account for both City demographics and broader national and regional trends in the industry.

Recreation Programming

Complementing the trend analysis should be a comprehensive review of City recreation programming. The review should provide an overview of existing programming and comparison to similar communities. Given current and projected trends and public feedback, deficiencies or gaps in programming should be identified as should El Segundo's strengths and unique opportunities.

Assessment & Conceptual Visions

Building off existing and new inventory and assessment work, the consultant should develop a conceptual vision for the City's system of parks and recreational assets. This phase shall include site analysis, assessment of existing facilities, and identification of potential opportunities. Conceptual illustrations/visualizations shall be produced to articulate possible future visions for selected parks, facilities, and areas of opportunity. In particular, special attention should be paid to the Teen Center/Skate Park Complex. The .55 acre property currently contains the following three uses: 1) a 5,480 square foot Teen Center building, 2) outdoor basketball court, and (3) outdoor Skate Park.

Additionally, the plan should address ADA accessibility with estimated costs and a priority list for improvements as well as detailed descriptions of recommended capital improvements and associated cost estimates. Where applicable, the plan should also include estimates of significant ongoing maintenance costs necessitated by the recommended capital improvements. While all assets should be addressed, additional attention and detail should be given to Recreation Park which has a high density of both recreational assets and opportunities.

Funding & Fiscal Analysis

A review of City parks and facilities spending should be conducted to identify gaps between community desires and available resources. The consultant should explore the feasibility of alternate revenue models, potential efficiencies, available grants, fundraising, or other methods. The consultant should account for the cost of their capital improvement recommendations and a strategy for funding. Additionally, the consultant should address the potential economic impact of recommended actions.

Implementation Strategy

The Plan will be a long-range policy document guiding City decisions on parks, recreational programming, and capital improvements. The consultant should include prioritization of recommendations and suggested responsible parties, a timeline for implementation, and suggested benchmarks for measuring progress and outcomes.

Proposals should address each of the above components and describe their approach and capacity to execute them, including applicable examples from previous projects.

The City views itself as an active partner in the Plan process. The staff will guide the selected Consultant by providing direction, data, logistical, and other support as needed.

Recommendations

Recreation & Parks Needs Assessment and Plan – Analyze all information gained from the previous tasks and synthesize into a comprehensive report. Develop short (5 years), medium (10-15 years), and long-term (20 years) project and program goals.

Presentations to the City & Advisory Groups

Present Draft Needs Assessment and Plan document to the Project Team for two rounds of review and comment prior to further presentations. Present revised draft to other stakeholders, including Executive and Department staff and the Recreation & Parks Commission. Present final draft of the Needs Assessment and Plan to the City Council for review, comment, and final direction.

Final Report

Provide electronic and hard copies of all findings at end of Assessment and Analysis phases.

Preparation of Final Document

The adopted Recreation & Parks Needs Assessment and Plan shall be provided in hard and digital copy for internal review. The document shall be produced in such a manner as to easily allow updates and up to two rounds of revisions to the document. All data, information, materials, and work produced including final text, maps, and graphics including all digital files shall become sole property of the City of El Segundo.

Review and Adoption

Attend Committee, Commission, and City Council meetings as needed in regards to the review and adoption of the Recreation & Parks Needs Assessment and Plan.

Section 3: Administration and Management

The consultant will provide a detailed plan for project management, communication/coordination, and quality control to ensure successful and timely completion of the contract documents. The consultant shall submit progress reports with each monthly invoice. It is very important that the consultant strictly adheres to the schedule for the project and ensures timely completion. The work shall commence upon the issuance of a Notice to Proceed, anticipated to be on or about April 2021.

The consultant shall attend designated El Segundo Recreation and Parks Commission, El Segundo City Council, and/or other public meetings through all phases of this project until final completion. For the purpose of the proposal, include adequate number of meetings with City staff (Community Services and Public Works) and with stakeholders needed to complete the

project.

Section 4: Proposal

The proposals, at a minimum, should include the following information:

- A. Cover Letter including the name of the main contact and their contact information including name, title, address, phone number and email address.
- B. Project Proposal including consultant's understanding of the project and a description of how the consultant will approach the project with specific milestones and deliverables as outlined in this RFP. Any issues and challenges that may be encountered shall be provided in this section.
- C. Qualifications demonstrating firm's expertise in successfully managing projects of this size and type as described, including work for municipal agencies. Include references.
- D. Personnel and Project Management including a list of key project staff and their qualifications, including sub-consultants, if any, to be retained by the consultant. Include an organization chart of the proposed project team. Include a statement committing the Project Manager to the entire project from start-up to completion, noting workload and availability.
- E. Scope of services to be provided with a breakdown of different tasks.
- F. Fee for Services including a fee breakdown by task. The fee shall be a not-to-exceed amount, including the estimated "other direct costs" such as travel, mileage and reproduction. The Fee Proposal will include raw and loaded rates, noting overhead and profit percentages, and must be submitted with the proposal in a separate sealed envelope.
- G. Proposed schedule to provide the consultant services starting from the date of receipt of a Notice to Proceed from the City. The schedule should allow for review time for impacted agencies/parties.
- H. Statement of Acceptance that consultant is agreeable to execute the enclosed Professional Services Agreement (Attachment A: Sample Professional Services Agreement), to provide proof of insurance as noted in the agreement and to obtain and maintain a City Business License for the duration of the consultant services.

Section 5: Selection Process

Consultant selection will be made by City staff based on content within the submittals with an emphasis on consultant's qualifications, project understanding, professional experience, community engagement plan, project deliverables, and ability to meet all aspects of the scope of work. The City will also evaluate based on results of reference checks, project schedule, and proposal fee and rate schedule.

The City reserves the right to select any consultant to complete the services described in this RFP and may elect to hold in-person interviews for final selection.

The Community Services Department will make a recommendation to the City Council regarding the award of a contract based upon the department's evaluation. The City reserves the right to reject any or all proposals, in whole or part, to waive any informality in any proposal, and to accept the proposal which, in its discretion, is in the best interest of the City.

The successful consultant is selected by the City Council acting within its sole discretion. The City Council is under no obligation to contract with any consultant.

Proposals shall remain effective for ninety (90) days beyond the submittal deadline. All documents, drawings, and findings that are associated with this project shall be the property of the City of El Segundo.

To be considered, proposers must submit six (6) hard copies and one (1) electronic copy of their proposal in a sealed envelope with the name and address of the company submitting the proposal and it should be clearly marked with the

words **“Request for Proposal #20-05”** and the title **“Professional Consulting Services /Recreation & Parks Needs Assessment”** no later than 11:00 A.M. PST on January 21, 2021 to:

**Office of the City Clerk
City of El Segundo
350 Main Street Room No.5
El Segundo, CA 90245-3813**

All submittals received after the scheduled submittal deadline will not be accepted and can be returned unopened at Proposer’s expense.

If you need additional information, please contact Melissa McCollum at 310-524-2730 or mmccollum@elsegundo.org.

Project Schedule

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

<i>Project Schedule</i>	
December 10, 2020	RFP Release Date
January 7, 2021 @ 5:00pm	Deadline to Submit Questions
January 14, 2021 @ 5:00 pm	City Responses to all Questions posted on City Website
January 21, 2021 @ 11:00am	Proposals Due
January/February 2021	City Review and Interviews of Qualified Consultants
February 2021	Selection of Consultant
February 17, 2021	Presentation to Recreation and Park Commission
March 2, 2021	Presentation to City Council
April 5, 2021	Commence Project



**APPENDIX A:
DRAFT PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF EL SEGUNDO AND**

This AGREEMENT is made and entered into this ___ day of _____, 201__, by and between the CITY OF EL SEGUNDO, a municipal corporation and general law city (“CITY”) and _____ [name] _____, _____ [type of organization] _____ (“CONSULTANT”). The parties agree as follows:

1. CONSIDERATION.

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

2. SCOPE OF SERVICES.

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

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

4. PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit a detailed invoice to CITY which lists the hours worked and hourly rates for each personnel category and reimbursable costs (all as set forth in Exhibit “_”) the tasks performed,

the percentage of the task completed during the billing period, the cumulative percentage completed for each task, the total cost of that work during the preceding billing month and a cumulative cash flow curve showing projected and actual expenditures versus time to date.

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

6. FAMILIARITY WITH WORK.

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

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

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

8. TIME FOR PERFORMANCE.

- A. CONSULTANT will not perform any work under this Agreement until:
 - i. CONSULTANT furnishes proof of insurance as required under Section 22 of this Agreement; and
 - ii. CITY gives CONSULTANT a written notice to proceed.
- B. Should CONSULTANT begin work on any phase in advance of receiving written authorization to proceed, any such professional services are at CONSULTANT's own risk.

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

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

- A. Exhibit: _: Scope of Work.
- B. Exhibit: _: Budget
- C. Exhibit: _ Proposal for Services

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

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

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

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

15. TERMINATION.

- A. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause.
- B. CONSULTANT may terminate this Agreement at any time with CITY's mutual consent. Notice will be in writing at least thirty (30) days before the effective termination date.
- C. Upon receiving a termination notice, CONSULTANT will immediately cease performance under this Agreement unless otherwise provided in the termination notice. Except as otherwise provided in the termination notice, any additional work performed by CONSULTANT after receiving a termination notice will be performed at CONSULTANT's own cost; CITY will not be obligated to compensate

CONSULTANT for such work.

- D. Should termination occur, all finished or unfinished documents, data, studies, surveys, drawings, maps, reports and other materials prepared by CONSULTANT will, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination, not to exceed the total costs under Section 1(C).
- E. Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.
- F. By executing this document, CONSULTANT waives any and all claims for damages that might otherwise arise from CITY's termination under this Section.

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

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

18. INDEMNIFICATION.

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

Agreement, or its performance, CONSULTANT will defend CITY (at CITY's request and with counsel satisfactory to CITY) and will indemnify CITY for any judgment rendered against it or any sums paid out in settlement or otherwise.

- B. For purposes of this section "CITY" includes CITY's officers, officials, employees, agents, representatives, and certified volunteers.
- C. It is expressly understood and agreed that the foregoing provisions will survive termination of this Agreement.
- D. The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 22, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

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

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

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

22. INSURANCE.

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

<u>Type of Insurance</u>	<u>Limits</u>
Commercial general liability:	\$2,000,000
Professional Liability	\$2,000,000

Business automobile liability \$1,000,000

Workers compensation Statutory requirement

- B. Commercial general liability insurance will meet or exceed the requirements of the most recent ISO-CGL Form. The amount of insurance set forth above will be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. Liability policies will be endorsed to name CITY, its officials, and employees as “additional insureds” under said insurance coverage and to state that such insurance will be deemed “primary” such that any other insurance that may be carried by CITY will be excess thereto. Such endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent. Such insurance will be on an “occurrence,” not a “claims made,” basis and will not be cancelable or subject to reduction except upon thirty (30) days prior written notice to CITY.
- C. Professional liability coverage will be on an “occurrence basis” if such coverage is available, or on a “claims made” basis if not available. When coverage is provided on a “claims made basis,” CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- D. Automobile coverage will be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto).
- E. CONSULTANT will furnish to CITY duly authenticated Certificates of Insurance evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance or copies of policies as may be reasonably required by CITY from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent to at least a Rating of “A:VII.”
- F. Should CONSULTANT, for any reason, fail to obtain and maintain the insurance required by this Agreement, CITY may obtain such coverage at CONSULTANT’s expense and deduct the cost of such insurance from payments due to CONSULTANT under this Agreement or terminate pursuant to Section 155.

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

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

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

If to CONSULTANT:

[Name]
[address]

Attention: _____
Phone: _____
Email: _____

If to CITY:

City of El Segundo
350 Main Street
El Segundo, CA

Attention: _____
Phone: _____
Email: _____

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

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

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

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

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

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

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

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

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

34. AUTHORITY/MODIFICATION. The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment.

35. ACCEPTANCE OF ELECTRONIC SIGNATURES. The Parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by electronic (.pdf) or facsimile transmission. Such electronic or facsimile signature will be treated in all respects as having the same effect as an original signature.

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

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

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

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

[Signatures on next page]

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

CITY OF EL SEGUNDO

____[consultant company name]____

Scott Mitnick,
City Manager

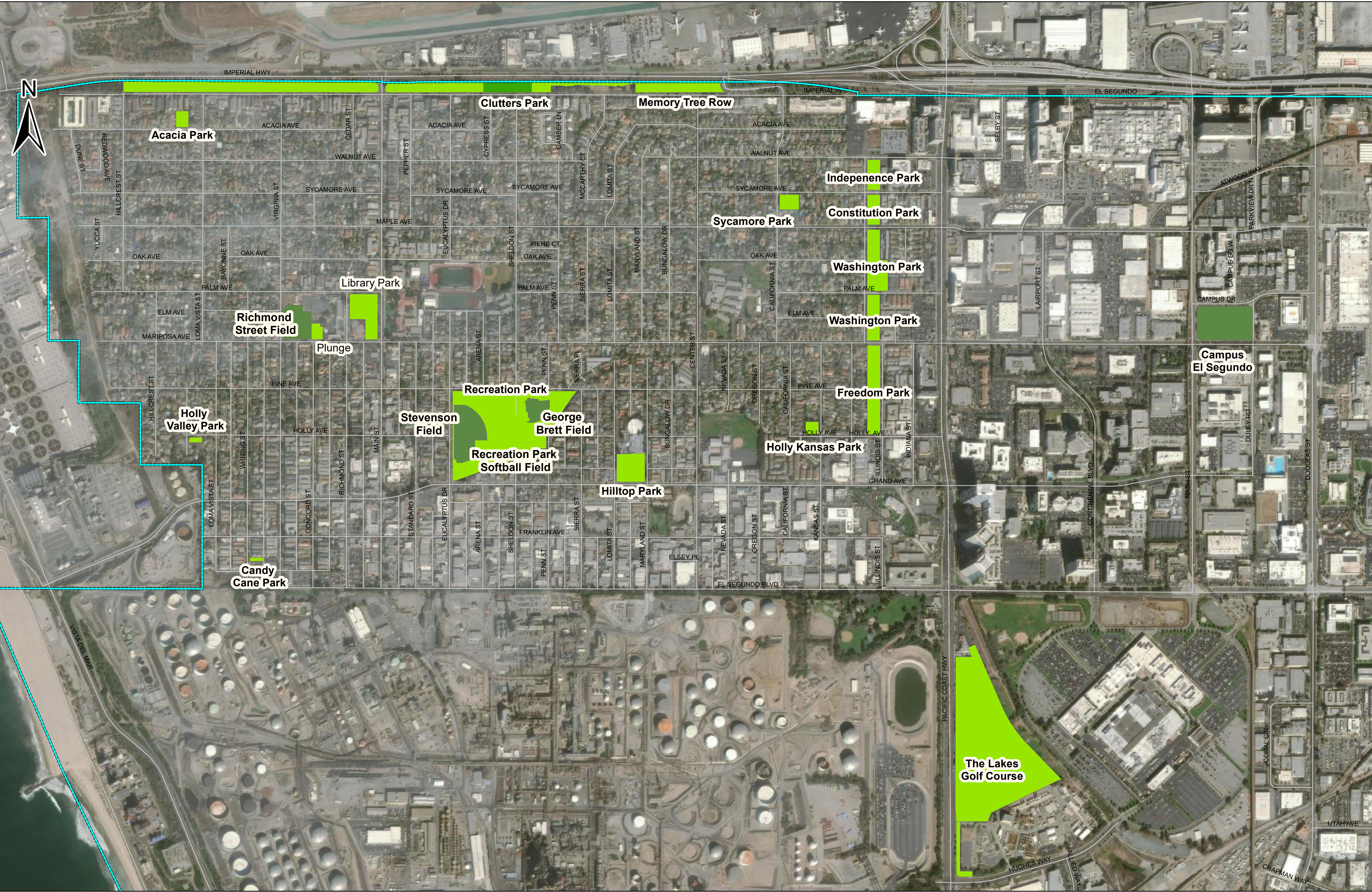
_____[signature]_____
_____[type name]_____
_____[type title]_____

ATTEST:

Tracy Weaver,
City Clerk

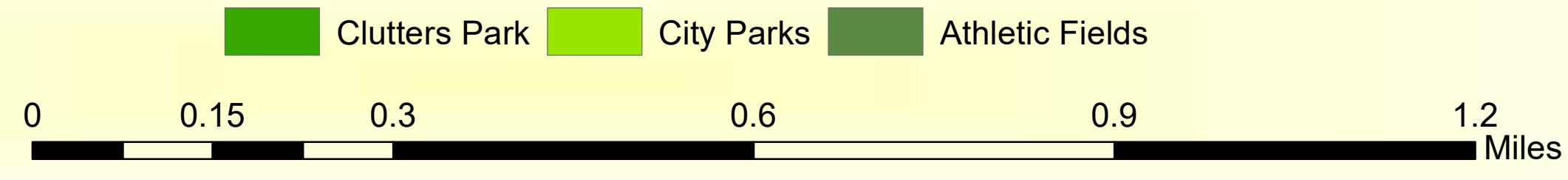
APPROVED AS TO FORM:

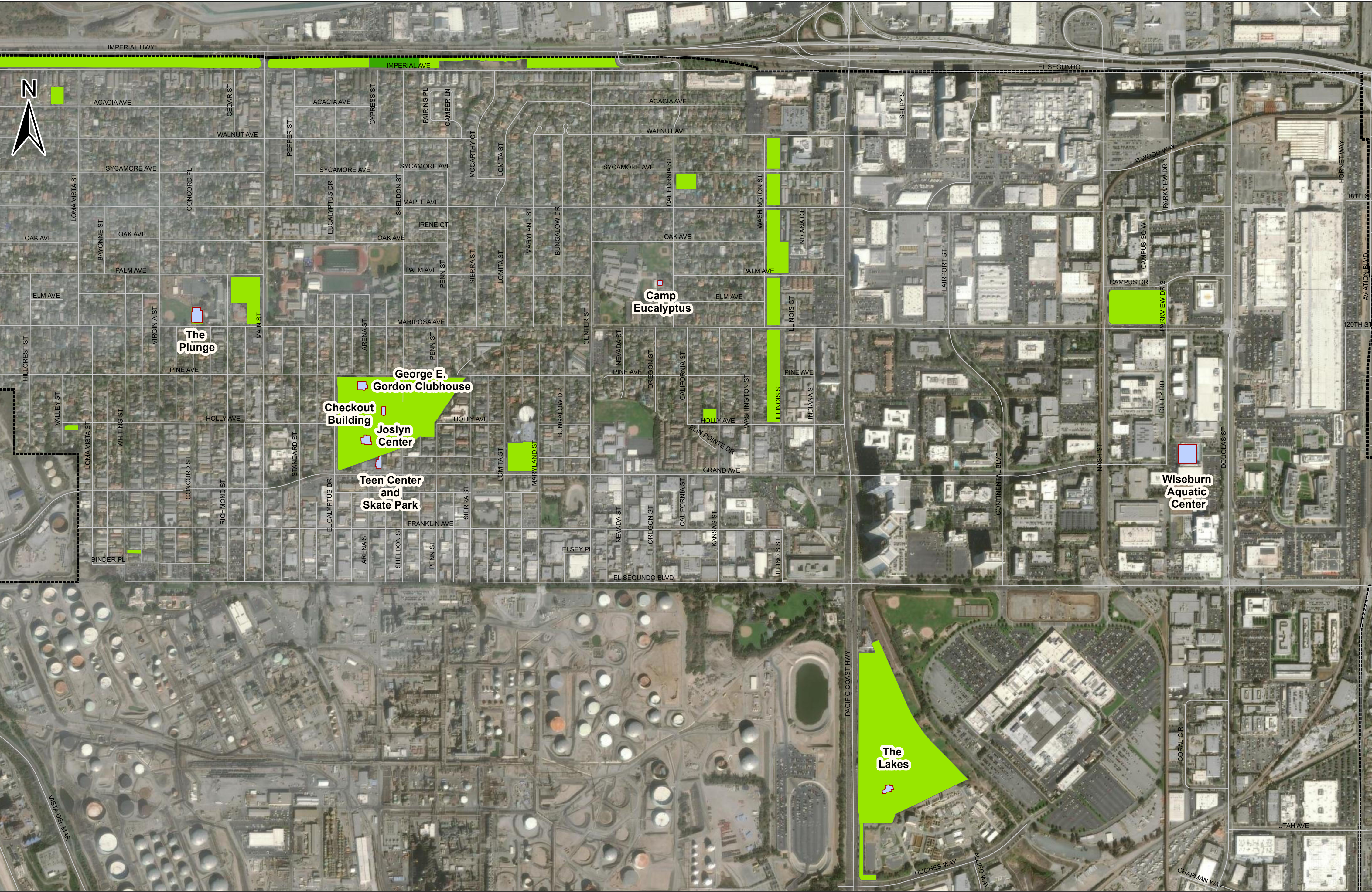
Mark D. Hensley,
City Attorney



City of El Segundo

City Parks





City of El Segundo

Recreation Facilities

City Parks
 Recreation Facilities

