AGREEMENT FOR PROFESSIONAL SERVICES FOR OUTREACH, COMMUNITY MEETINGS (CHARETTES), WRITING AND SUBMISSION OF THE STATEWIDE PARKS PROGRAM GRANT

THIS AGREEMENT is made and entered into this MAY 7, 2019, by and between the City of Hawaiian Gardens ("City"), and Global Urban Strategies, Inc. (Consultant"). The City and Consultant are each a "Party" and are collectively the "Parties."

RECITALS

- A. Consultant desires to provide professional services ("Services") for the City.
- B. Consultant represents it has the expertise to provide the Services to City and agrees to do so under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements contained herein, the parties hereby agree as follows.

- 1. SCOPE OF SERVICES. Consultant shall complete the services described in the proposal to the City.
- 2. OWNERSHIP OF DOCUMENTS. Any document prepared by Consultant pursuant to this Agreement shall, upon the completion thereof, be deemed for all purposes to be the property of City.

3. COMPENSATION.

- A. Rates. City will pay Consultant the sum amount of Twenty-Four Thousand Dollars (\$24,000.00) to be paid in two equal installments of Twelve Thousand Dollars (\$12,000.00) each. The first will be due upon execution of the professional services agreement and the final installment upon the submission of the application and a copy of the grant being presented to the City.
- B. <u>Reimbursable Expenses</u>. Consultant shall be reimbursed for printing, postage and travel outside of the service area as requested by the City.
- 4. TERM. Consultant's services shall commence on May 7, 2019 (the "Effective Date"), and shall terminate upon the delivery of said materials and submission of the grant.
- 5. TERMINATION. The City may terminate this Agreement and the Services to be rendered hereunder at any time, with or without cause, by providing the Consultant not less than 60 days prior written notice. The Consultant may terminate this Agreement and the Services to be rendered hereunder at any time, with or without cause, by providing the City not less than 60 days prior written notice. In the event of termination by either Party, all documents, data, and reports prepared by Consultant, whether or not finished, shall be City's property, and shall be delivered to City or to any other party City may designate.

6. STATUS OF CONSULTANT.

A. Consultant is an independent contractor and not an employee of the City. All services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the services. Any additional personnel performing services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all time be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

7. INSURANCE.

- A. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract; the following insurance policies:
 - i. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a commercial general liability insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Consultant shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. Consultant shall provide written evidence of current automobile coverage to comply with the automobile insurance requirement.
- 8. NOTICES. Notices shall be given by personal delivery, facsimile communication, or by enclosing the notice in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Services, addressed as follows:

TO CITY:

City of Hawaiian Gardens 21815 Pioneer Boulevard Hawaiian Gardens, CA 90716

Attn: Ernie Hernandez, City Manager

Telephone: (562) 420-2641

TO CONSULTANT:

Global Urban Strategies, Inc. 530 South Lake Avenue #478 Pasadena, CA 91101 Attn: Omar E. Hernandez

Tel: (626) 383-6565

Should City or Consultant have a change of address or telephone or facsimile number, the other Party shall be immediately notified in writing of such change.

9. PROHIBITED INTEREST.

- A. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Consultant further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Consultant shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Consultant shall not accept any employment or representation during the term of this Agreement which is or may likely make Consultant "financially interested" (as provided in Government Code §§1090 and 87100) in any decision made by City on any matter in connection with which Consultant has been retained.
- B. Consultant further represents that it has not employed or retained any person or entity, other than a *bona fide* employee working exclusively for Consultant, to solicit or obtain this Agreement. Nor has Consultant paid or agreed to pay any person or entity, other than a *bona fide* employee working exclusively for Consultant, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Consultant hereunder the full amount or value of any such fee, commission, percentage or gift.
- 10. CONFIDENTIALITY. To the greatest extent permitted under applicable law including the California Public Records Act, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other documents and data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project.
- 11. MODIFICATION. This Agreement is the entire Agreement between the Parties with respect to the subject matter hereof, and no other agreement, statements, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the Party to be charged therewith.

12. ENFORCEMENT. In the event any Party institutes any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to all court costs and attorneys' fees incurred in connection with such action.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day first written above.

CITY OF HAWAIIAN GARDENS

GLOBAL URBAN STRATEGIES, INC.

By: Ernie Hernandez

City Manager

By: Omar E. Hernandez

President/CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

	ne terms and conditions of the policy, extificate holder in lieu of such endors				ndorsement. A s	tatement on th	is certificate does not co	nter	rights to the	
PRODUCER					CONTACT NAME:					
HCC Specialty					PHONE					
401 Edgewater Place, Suite 400					E-MAIL ADDRESS:					
l	akefield, MA 01880				PRODUCER CUSTOMER ID #:					
					INSURER(S) AFFORDING COVERAGE NAIC #					
	JRED	the state of the s	the state of the s							
Sc	ofia Leon	INSURER B: United States Fire Insurance Company 21113								
Redacted					INSURER C:					
	rtoddotod					INSURER 0:				
						INSURER E :				
COVERAGES CERTIFICATE NUMBER:					REVISION NUMBER:					
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MIM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LINIT	S		
Α	GENERAL LIABILITY	х		SEL333131733	04/04/2019		EACH OCCURRENCE	\$	1,000,000	
 ``	X COMMERCIAL GENERAL LIABILITY	1		OEE000101700	04/04/2019	05/08/2019	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	300,000	
	CLAIMS-MADE X OCCUR					-	MED EXP (Any one person)	3	5,000	
	X Liquor Liability* \$1M/\$1M						PERSONAL & ADV INJURY	\$	1,000,000	
В	X Medical Expense			US1105881	04/04/2019	05/08/2019	GENERAL AGGREGATE	\$	2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ \$	1,000,000	
A	ANY AUTO			051000404700	04/04/0040	05/00/00/0	COMBINED SINGLÉ LIMIT (Ea accident)	s 1	,000,000	
^	ALL OWNED AUTOS		İ	SEL333131733	04/04/2019	05/08/2019	BODiLY INJURY (Per person)	\$		
	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$		
	X HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$		
	X NON-OWNED AUTOS			***				\$		
								\$	· · · · · · · · · · · · · · · · · · ·	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$		
	DEDUCTIBLE		l					\$	·····	
<u> </u>	RETENTION S WORKERS COMPENSATION	-	1				WCSTATU-; OTH	\$		
	AND EMPLOYERS' LIABILITY Y/N			E .			TORY LIMITS - ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							\$		
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE			
	DOWN HONOR OF ELECTIONS DRIVE		<u> </u>			1	E.L. DISEASE - POLICY LIMIT	\$		
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC				Schedule, if more space	o is required)		************		
Thi	 Cartificate Holder is added as Additional Insured with rest Insurance is primary and non-contributory as required by 	writto:	n contra	act.						
This coverage is with respect to Tacce Margitas and Beel Festival event to be held 05/05/2019 - 05/05/2019 at Lot Hamalian Gardens CA.										
CERTIFICATE HOLDER CANCELLATION										
City of Hawalian Gardens, its elected officials, officers, employees,					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED					
	y or nawalian Gardens, its elected d itractors, representatives and agent		ais, O	nicers, employees,	BEFORE THE EXP	IRATION DATE 1	HEREOF. NOTICE WILL BE			
	B15 Pioneer Blvd.		III MOUNTAINE	IN ACCORDANCE WITH THE POLICY PROVISIONS.						
						AUTHORIZED REPRESENTATIVE				