

**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. **Reimbursable Expenses.** 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

