



**REQUEST FOR PROPOSALS**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**ADMINISTRATION AND**  
**HOUSING REHABILITATION SERVICES**

**SUBMISSION DEADLINE FOR WRITTEN PROPOSALS:**

**December 22, 2016**

**November 28, 2016**

**CITY OF CUDAHY**

**REQUEST FOR PROPOSAL FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT ADMINISTRATION AND  
HOUSING REHABILITATION SERVICES**

**I. INTRODUCTION**

A. General Information

The City of Cudahy ("City") is seeking proposals from qualified firms to assist the City in administering its federal Community Development Block Grant ("CDBG") Program and to provide administrative services for the City's housing rehabilitation program, on an as-needed basis. The scope of work, proposal format, submittal guidelines, and evaluation and selection process are described in this Request for Proposal ("RFP").

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

To be considered, three (3) copies of a proposal must be received by **Michael Allen**, Community Development Manager located at 5220 Santa Ana Street, Cudahy, CA 90201 by 4:00 p.m. on **December 22, 2016**. The City reserves the right to reject any or all proposals submitted.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from Proposers, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

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

It is anticipated that City staff will complete its review of proposals and announce a recommendation to the City Council by or before January 3, 2017. Thereafter, it is anticipated that the City Council will consider the award of a contract and approve the execution of the same by or before January 23, 2017. The City reserves the right to reject any or all proposals, to waive any non-material irregularities or information in any proposal, and to accept or reject any items or combination of items.

B. Duration of the Engagement

The engagement is proposed to have a minimum duration of approximately two years. In the City's sole and absolute discretion, there is also the prospect of the successful proposer being engaged for one

additional subject to the same terms and conditions as agreed upon under the contract awarded to the successful proposer.

## **II. BACKGROUND**

### **A. City of Cudahy**

The City of Cudahy is located in Southeast Los Angeles County, next to the Los Angeles River. The City was incorporated on November 10, 1960 and named after its founder, meat-packing baron Michael Cudahy. In 1908, Mr. Cudahy purchased the land known as Rancho San Antonio for development purposes. . The City is 1.1 square miles with a current population of 25,870. The City is a general law city and operates under the council-manager form of government.

### **B. Community Development Block Grant and Residential Rehabilitation Programs**

The CDBG Program is one of the longest-running the U.S. Department of Housing and Urban Development's (HUD) longest-running grant programs. The primary objective of the CDBG Program is to help develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for low- and moderate-income persons.

The Community Development Commission of Los Angeles County ("LACDC") administers the CDBG funding on behalf of the Los Angeles County Board of Supervisors, which oversees the CDC, and 47 small participating cities throughout the County.

As a participant in the Los Angeles County CDBG Program, the City receives an annual allocation of approximately \$400,000. These funds are primarily used for housing rehabilitation, code enforcement, business assistance, senior services, and food distribution programs.

The City's residential rehabilitation program, commonly known as the "Home Improvement Program," offers financial assistance for the rehabilitation of single family housing units and mobile homes. Through the Home Improvement Program, the City provides grants, low interest rate loans, deferred loans, and rebates. The Home Improvement Program also offers grants and rebate opportunities for the repair of mobile homes located in the community.

### **C. Current Projects and Budgets**

Below is a breakdown of the budgets for the specific programs for which the City seeks administrative services.

*Please note: Program budgets are subject to fluctuate each program year*

Housing Unit-Housing Rehabilitation Program	\$139,455
Code Enforcement Program	\$121,131
Business Assistance Program	\$23,403

Senior Activities Program	\$10,134
Clara Street Park Food Distribution Program	\$28,331

**III. NATURE OF THE SERVICES REQUIRED**

The City’s Community Development Department seeks qualified firms and practitioners to work at City Hall approximately 30 hours per week to provide as needed administrative services relating to the City’s CDBG and Home Improvement Programs. City shall provide offices or work space at City Hall.

The required services are more particularly described in the “Scope of Work,” which is attached hereto as Attachment A.

**IV. TIME REQUIREMENTS**

The following is a list of key dates up relating to this Request for Proposals:

Request for Proposals issued	November 23, 2016
Due date for submission of questions regarding RFP	December 15, 2016
Due date for submission of proposals	December 22, 2016
Anticipated Interview window with certain firms (if needed)	January 3, 2017
City staff recommendation announced	January 3, 2017
Deadline for Submission of written protests to City staff recommendation	January 9, 2017
Recommendation submitted to City Council for consideration, approval and possible award	January 23, 2017
Selected Firm Notified	January 24, 2017

**V. . PROPOSAL FORMAT AND CONTENT**

**A. General Requirements**

1. Inquiries concerning the Request for Proposals and the subject of the Request for Proposals must be directed to Michael Allen at (323) 773-5143, ext. 242 or via email at mallen@cityofcudhayca.gov.

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

2. Submission of Proposal. Three (3) copies of the Proposal shall be received by the City of Cudahy **by 4:00 p.m. on December 22, 2016** for a proposal to be considered.

PROPOSALS WILL NOT BE ACCEPTED THEREAFTER. All proposals received after said date and time will be returned unopened to the submitter. FAXED PROPOSALS WILL NOT BE CONSIDERED. POSTMARKS WILL NOT BE ACCEPTED. Please note that your response becomes property of the City of Cudahy and a matter of public record. No verbal extension of any deadline shall be binding or valid upon the City. All deadline extensions authorized by the City shall be made in the form of a written addendum signed by the Community Development Manager and shall be applicable as to all proposers.

The Proposal should be addressed as follows:

**Michael Allen  
Community Development Manager  
City of Cudahy  
5220 Santa Ana Street  
Cudahy, CA 90201**

**B. Proposal Content**

These instructions outline the requirements for the content of the proposal. The intent of this RFP is to encourage responses that clearly demonstrate that the Proposer understands the City's goals and possess the necessary qualifications and experience.

1. Firm Qualifications and Experience

To qualify the firm must have extensive experience working with local governments as well as specific experience with CBDG programs and projects, particularly housing rehabilitation administration experience. The Proposer should state the size of the firm, the location of the office from which the work on this engagement is to be performed (when not at City Hall), and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. Staff consistency is an important consideration.

The Proposer must provide a list of any current municipal clients as well as a list of any engagements with other governmental entities to provide similar or related services to those requested in this RFP.

2. Partner, Supervisory and Staff Qualifications and Experience

Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists who would be assigned to this engagement. Provide as much current information as possible regarding the qualifications, experience, and training of those individuals who would be assigned to work with the City, including but not limited to the following:

- Training and years of experience working on CBDG programs and related projects, particularly housing rehabilitation administration experience
- Years of municipal or other local public sector experience

- Knowledge of and experience with LACDC and HUD Regulations and other relevant public sector experience
- Examples of CDBG and Housing Rehabilitation Program experience
- Knowledge relating to federal and state Prevailing Wage laws and Section 3 monitoring for construction projects.
- Scholastic honors publications and professional affiliations
- Any additional information Proposer deems appropriate or relevant

### 3. References

Proposer shall provide a minimum of 5 references and should include any California governmental clients or public agencies for which similar services were performed. For each reference, information shall include the name of the client with current address, telephone number, e-mail address, and contact person of each client who would be most familiar with the services provided. The City reserves the right to contact any of the listed references at any time and make any other reasonable investigation into the consultant's background and experience.

#### **C. Cost Proposal**

The cost proposal should contain all pricing information related to performing the various services and tasks contemplated under this RFP, including a breakdown of the costs for any and all reimbursable costs such as travel costs, mailing costs, fax, electronic research and any other direct or indirect costs associated with performing the required services.

The compensation proposal should include a total all-inclusive maximum bid price (hereinafter, "Not-to-Exceed-Sum") which accounts for all anticipated costs, both direct and indirect.

The cost proposal should also include a schedule of all hourly rates of compensation for all personnel assigned to perform work under this agreement with the City, broken down by title/job classification.

#### **D. Manner of Payment**

Progress payments will be made on the basis of hours of work completed during the course of the engagement and out-of-pocket expenses incurred in accordance with the firm's proposal. Interim billings shall cover a period of not less than a calendar month.

#### **E. Contract Provisions**

A copy of the City's Professional Services Agreement is attached as Attachment B. Any exceptions to the terms in Attachment C shall be set forth in the proposal or the proposing firm shall be deemed to have accepted those terms. The usual Engagement Letter may be attached as an exhibit to the contract along with the Scope of Work.

## **VI. PROTEST PERIOD**

Any proposer who objects to a proposal submitted by another proposer or to City staff's recommendation of another proposal shall file a written protest by 4:00 p.m. within three (3) City business days after the date City staff announces its recommendation to the City Council ("Protest Deadline"). Protests MUST be delivered to the attention of: **Michael Allen, Community Development Manager City of Cudahy – 5220 Santa Ana Street Cudahy, CA 90201.**

Protests MUST be delivered in person, via regular mail, via overnight courier or personal courier, but must be received by the Office of the City Clerk by or before the Protest Deadline. Protests may not be delivered via facsimile or electronic mail. The City will not consider late protests nor will it consider protests delivered to any other person, department division other than the Office of the City Clerk. A copy of the protest and all supporting documents must also be transmitted to the firm recommended by City staff and any other firm against whom the protesting firm wishes to lodge a protest against. Only persons or entities who have submitted a proposal in response to this RFP shall be eligible to file a protest. The copies of the protest and supporting material served upon the firm recommended for approval by City staff and any other firm against whom the protesting firm wishes to lodge a protest may be served via regular mail, overnight courier or fax prior to the Protest Deadline along with a proof of service.

The protest must contain a complete and reasonably detailed statement of the basis for the protest and include all supporting documentation. The protest must refer to the specific portion or portions of a submitted proposal upon which the protest is based. The protest must include the name, address, and telephone number of the person representing the protesting proposer if different from the protesting proposer.

All timely received protests shall be considered by the City. The City may make additional inquiries relating to the grounds of any written protest and may overrule or sustain any written protest as submitted prior to the City Council taking action to award a contract. The disposition of the protest by the City shall be final.

The procedure and time limits set forth in this section are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest. The cost of preparing and submitting a protest and serving a copy of the protest upon the proposer(s) against whom the protest is submitted shall be borne entirely by the protester.

## **VII. EVALUATION AND SELECTION PROCESS**

### **A. Review of Proposals**

City Staff, consisting at a minimum, of the following, will evaluate submitted proposals:

Michael Allen  
Jennifer Hernandez  
Jose Pulido

**B. Evaluation Criteria**

Any contract and assignments resulting from this RFP will be made on an as-needed basis in response to a specific matter or matters. The Proposer rated to be the most responsive and responsible to all specified requirements in a quality and cost-effective manner may be awarded a contract. The following represent the principal selection criteria, which will be considered during the evaluation process.

1. Background and experience of the firm and staff in conducting similar work
2. Ability to complete the work in a timely manner
3. Accessibility and availability of firm and staff
4. Costs
5. References

As part of the evaluation process, the City may conduct interviews with those Proposers whose proposals most closely match the requirements of the RFP. Upon completion of the evaluation process, the most qualified Proposer will be contacted to finalize the Scope of Services. A draft of the City's Professional Services Agreement is attached as Attachment B. The approved contract will be subject to Council approval.

The City of Cudahy reserves the right to reject any and all proposals should it be deemed in its best interest to do so.

**VIII. GENERAL TERMS AND CONDITIONS**

**A. Proposal Validity**

The Proposer's pricing shall be valid for a minimum of 90 days.

**B. Proposal Acceptance**

The City reserves the right to accept all or a portion of the Proposer's proposal. The City reserves the right to offer the award to the overall best Proposer or split the award amongst multiple Proposers.

**C. Withdrawal of Proposal before Closing**

Any Proposer may request the withdrawal of their submitted proposal, either in person, by telephone, or written request, at any time prior to the scheduled closing date and time. Upon receiving the written request to withdraw any proposal, City of Cudahy will consider the Proposer's proposal null and void. Withdrawal of Proposer's proposal will not prejudice Proposer's re-submittal for this or any future proposal(s).

**D. Interpretation of Documents**

During the proposal solicitation period should a Proposer find discrepancies or omissions in the specifications of the RFP or should the Proposer be in doubt as to their interpretation, the Proposer shall immediately notify the Director of Community Development. Should it be found necessary, an

addendum will be sent to all Proposers. Any addenda shall form a part of this solicitation and shall become a part of the submitted proposal.

**E. Liens**

The Proposer shall pay all sums of money that become due from any labor, services, materials or equipment furnished to Proposer on account of said product/services to be furnished as a result of the RFP and that may be secured by any lien against the City. The Proposer shall fully discharge such lien no later than the time of performance of the obligation.

**F. Federal, State and Local Laws**

The Proposer and all sub-contractors shall comply with all applicable federal, state and local laws, rules, and regulations.

## **Attachment A** **Scope of Services**

The City of Cudahy seeks the following support services and tasks for its CDBG funded programs and Home Improvement Program:

- 1) Technical assistance for the administration and implementation of the City's CDBG projects
- 2) The preparation of on-line "Agreements to Implement" annual CDBG programs with LACDC, including project descriptions and budgets.
- 3) The preparation and processing of any necessary amendments to the "Agreement to Implement" for ongoing projects.
- 4) Coordinate with City staff to gather all necessary documentation for LACDC program monitoring and audit preparation.
- 5) Prepare and complete LACDC and U.S. Department of Housing and Urban Development (HUD) reports and documents.
- 6) Provide CDBG financial management assistance.
- 7) Act as City's liaison and representative to the LACDC.
- 8) Ensure administration with all applicable federal, state, and local laws, rules, regulations, and policies.
- 9) Overall administration of the housing rehabilitation program. This includes collecting data and preparing necessary reports for the City, CDC and HUD. The consultant will also ensure that all required documentation is present in client files, e.g., historical review and lead based paint notification.
- 10) Answer all public inquiries concerning the program.
- 11) Review of income documentation.
- 12) Meet with applicants, review and approve program participation.
- 13) Perform initial field inspection of properties for which rehabilitation assistance is requested.
- 14) Prepare written inspection reports and cost estimates connection with the above inspection.
- 15) If necessary, prepare a plot plan reflecting the existing and proposed improvement (not to scale).
- 16) Prepare loan document and/or document for approval of grants or rebates.
- 17) Conducts bid process procedures, review of bids, selection of contractors, and staff, as appropriate.
- 18) Arrange pre-construction meetings with contractors, property owners, and staff, as appropriate.
- 19) Conduct progress inspections and recommend approval of progress payments.
- 20) Conduct final inspection; obtain all lien releases from contractors, recommended approval of final payments and life Notices of Completion, as appropriate.
- 21) Provide progress and/or activity reports and complete projects in a timely manner.

**Attachment B**

**Sample Agreement**

# **DRAFT**

## **CITY OF CUDAHY COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT**

THIS CONTRACT is made and entered into this \_\_\_\_th Day of **MONTH, YEAR**, by and between the City of Cudahy, hereinafter referred to as “City,” and **NAME AND ADDRESS OF CONTRACTOR**, hereinafter referred to as the “Consultant.”

WITNESSETH THAT:

WHEREAS, the City has entered into a Contract with the County of Los Angeles Community Development Commission (CDC), to execute the City’s Community Development Block Grant (CDBG) Program, which includes funding for the operation of a Code Enforcement Program; and

WHEREAS, Consultant desires to participate in said program and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide services; and

WHEREAS, the City desires these services for Cudahy residents and desires to contract with Consultant to provide such services; and

WHEREAS, the City is willing to utilize a portion of its CDBG funds for the operation of this program.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and mutual benefits to be derived therefrom, the parties agree as follows:

1. **CONTRACT.** This Contract consists of this document and the following attachments: Exhibit A, Proposal, Exhibit B, County Lobbyist Certification, Exhibit C, Reimbursement Invoice, and Exhibit D, Certificate of Insurance.

2. **SCOPE OF SERVICES.** The Consultant agrees to perform all of the services set forth in the Project Description, Exhibit A to this Contract, a copy of which is attached hereto and incorporated herein by this reference.

**B. DATA FURNISHED CONSULTANT.** All information, data reports, records and maps as are existing and in the possession of City and necessary for carrying out the work, shall be furnished to Consultant without charge by City, and City shall cooperate in every reasonable way in the carrying out of the work without delay.

**C. CITY REPRESENTATIVE.** Consultant shall work closely and cooperate fully

with the City and its designated representative. The designated representative shall be the City Manager, or his designee authorized in writing, who shall be the principal officer of City for liaison and shall constantly review and give his or her approval of the details of work as it progresses.

D. COMMENCEMENT AND COMPLETION OF WORK. The execution of the Contract by the parties hereto does not constitute an authorization to proceed. The services of Consultant in connection with any program are to commence only when the City Manager or his designee shall have assigned the program to Consultant. Consultant shall have no claim for compensation for services on any work upon which the City does not assign to Consultant.

3. TIME OF PERFORMANCE. Said services of Consultant are to commence on the date first above written, and shall be completed not later than (Month, Day, Year).

4. COMPENSATION AND METHOD OF PAYMENT. For performance of such services, the City shall reimburse Consultant for eligible costs incurred, based upon per activity costs as listed in Exhibit A. However, in no event shall the charges per case exceed the 20 percent of the Housing Rehabilitation Program budget allocated for, administration of the program.

**Total compensation to Consultant shall not exceed \$\_\_\_\_\_ (\_\_\_\_\_ dollars)** without the express approval of the City Manager, which shall constitute full and complete compensation for the Consultant's services under this Contract. Consultant shall submit to the City, on a monthly basis, on or before the fifteenth calendar day of each month, an approved Reimbursement invoice (Exhibit B) and monthly Activity Report (Exhibit C). Payment to Consultant shall be made within thirty (30) days from the date of submission of properly detailed invoice (e.g. completed time cards).

5 COMPLIANCE WITH LAWS. All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations and directives as they pertain to the performance of this Contract.

6. PROGRAM EVALUATION AND REVIEW. Consultant shall make available for inspection its performance, financial, and all other records pertaining to performance of this Contract to authorized City personnel, and allow said City personnel to inspect and monitor its facilities and program operations, including the interview of Consultant staff and program participants, as required by the City. Consultant agrees to submit all data that are necessary to complete the Quarterly Performance Reports and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by the City Manager or his designee. This includes cumulative quarterly summary Activity Reports, due on or before the tenth calendar day of the following month (i.e., October 10, January 10, April 10, and July 10).

7. AFFIRMATIVE ACTION. The Consultant shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and

career advancement opportunities for minorities and women. In addition, the Consultant shall make every effort to employ lower income residents of the project area and shall keep a record of the positions that have been created directly as a result of this project.

8. **CHANGES.** The City may, from time to time, request changes in the scope of services of the Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, which are agreed upon by and between the City and the Consultant, shall be incorporated into this Contract by written amendments. The Consultant shall have at least thirty (30) days to implement any such change in the scope of services.

9. **CHANGES IN GRANT ALLOCATION.** The City reserves the right to reduce the grant allocation when the City's fiscal monitoring indicates that the Consultant's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with the Consultant.

10. **FEDERAL REQUIREMENTS.** During the performance of this Contract, the Consultant agrees to comply with the following Federal provisions:

A. Executive Order 11246

a. During the performance of this Contract, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this nondiscrimination clause.

c. The Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules regulations and orders of the

Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Consultant's noncompliance with the equal opportunity clauses of the Contract or with any of such rules, regulations or orders the Contract may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The Consultant will include the provisions of paragraph (a) through (f) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City, the Consultant may request the United States to enter into such litigation to protect the interest of the United States.

#### B. Civil Rights Act of 1964

a. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### C. Section 109 of the Housing and Community Development Act of 1974

a. No person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### D. Age Discrimination Act of 1975

a. Prohibition against discrimination on the basis of age.

#### E. Section 504 of the Rehabilitation Act of 1973

a. Prohibition against discrimination with respect to an otherwise qualified handicapped individual.

11. NOTICES. Any notice required or permitted pursuant to this Contract shall be given by personal service or deposit of the same in the United States mail, postage prepaid and addressed to the parties as follows:

Consultant:                   NAME  
                                  ADDRESS  
                                  CITY  
                                  PHONE #

The City:                     City Manager  
                                  c/o Deputy City Clerk – Richard Iglesias  
                                  City Hall  
                                  5220 Santa Ana Street  
                                  Cudahy, California 90201  
                                  Tel: 323-773-5143

Notices hereunder shall be deemed received as of the time of personal service, or in the case of service by means of the United States mail, on the third calendar day following mailing.

12. ASSIGNMENT. This Contract is not assignable by Consultant without the express written consent of the City. Any attempt by Consultant to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

13. TERMINATION OF CONTRACT FOR CAUSE. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner all obligations under this Contract, or if Consultant shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Consultant of such termination, and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Consultant under this Contract, except confidential records of client sessions, shall, at the option of the City, become its property, and Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Consultant, and the City may withhold any payments to Consultant for the purpose of set-off until such time as the exact amount of damages due the City from Consultant is determined.

14. TERMINATION FOR CONVENIENCE BY THE CITY OR CONSULTANT. This Contract may be terminated by either of the parties hereto at any time by giving at least

thirty (30) days' notice in writing to the other party. City may immediately terminate this Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. In such event, Consultant shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Contract that have not been previously reimbursed, to the date of said termination to the extent CDBG funds are available.

15. **INDEMNIFICATION.** The Consultant agrees to indemnify, defend and save harmless City, its agents, officers, and employees from and against any and all liability or expense, including defense costs and legal fees, and claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, or property damage arising from or connected with the Consultant's operations, or its services hereunder, including any workers' compensation suits, liability or expense arising from or connected with services performed on behalf of Consultant by any person pursuant to this Contract.

16. **CONFLICT OF INTEREST(2 CFR §200.12).** The Consultant, its agents and employees shall comply with all applicable Federal, State, County, and local laws and regulations governing conflict of interest. To this end, Consultant will make available to its agents and employees copies of all applicable Federal, State, County, and local laws and regulations governing conflict of interest. Consultant shall furnish to the City, prior to execution of this Contract, a written list of all current or proposed subgrantees/subcontractors, vendors or personal service providers, including subsidiaries of the Consultant, which will receive \$10,000 or more during the term of this Contract. Such a list shall include the names, addresses, telephone numbers and identification of principal party(ies) and a description of services to be provided. During the term of this Contract, Consultant shall notify the County in writing of any change in the list of subgrantees/subcontractors, vendors, personal service providers or subsidiaries of the Consultant within fifteen (15) days of any change.

17. **DISCRIMINATION.** No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, program or employment supported by this Contract.

18. **AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES.** Consultant agrees that in the event the program established hereunder is subjected to audit exceptions by appropriate State and Federal audit agencies, it shall be responsible for complying with such exceptions and paying the City the full amount of City's liability to the funding agency resulting from such audit exceptions.

19. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one

party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Consultant pursuant to this Contract.

20. **AMENDMENTS: VARIATIONS.** This writing, with attachments expressly referenced and incorporated herein, embodies the whole of the agreement of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both parties.

21. **MONITORING AND EVALUATION.** The City will monitor, evaluate and provide guidance to the Consultant in the performance of this Contract. Authorized representatives of the City, Community Development Commission of Los Angeles County, and HUD shall have the right of access to all activities and facilities operated by the Consultant under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Consultant will insure the cooperation of its staff and board members in such efforts. The City Manager or his designee will conduct periodic program progress reviews. These reviews will focus on the extent to which planned program has been implemented, measurable goals, achieved effectiveness of program management, and impact of the program.

22. **AUDITS.** The Consultant's program will be audited in accordance with the City's policy and funding source guidelines. Federal, State or local funding source agencies may also conduct audits. Consultant agrees to the retention and access to any books, documents, papers, and records for audit examination, for five (5) years after the final payment and all other pending matters are closed (Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook, Section 3.1). The City or its authorized representatives shall, at all times, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Consultant. The Consultant's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Consultant's program. If indications of misappropriation or misapplication of the funds of this Contract cause the City to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's budget. Should the City subsequently determine that the special audit was not warranted the encumbered amount would be restored to the Contract budget.

23. **INSURANCE.** The Consultant agrees to maintain in full force and effect during the term of this Contract policies of insurance that meet the following requirements and specifications. Consultant shall procure and maintain the following insurance coverage at its own expense.A. Commercial General Liability Insurance: Consultant shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as

broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. Automobile Liability Insurance: Consultant shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both Consultant and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the services contemplated in this Contract.

D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

Such insurance shall be primary to any other similar insurance and shall name the City of Cudahy, its officers, agents and employees, as additional insureds. The insurance policy shall contain a provision that prohibits cancellation, modification, or lapse without thirty (30) days' prior written notice to the City. Such insurance policy shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."

The insurance certificate evidencing such insurance shall be submitted to the City for review within thirty (30) days of the effective date hereof and thereafter the City shall have the right to approve or disapprove any insurance procured by Consultant under the standards of this section. Subject to applicable provisions of the Cudahy Municipal Code, the City Manager may waive the requirement for those coverages set forth under Section 23A and 23B provided such waiver is made in writing.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as performance of Consultant's duties to indemnify, hold harmless, and defend under this Contract."

24. **FAILURE TO PROCURE INSURANCE.** Failure on the part of Consultant to procure or maintain required insurance shall constitute a material breach of contract under which City may immediately terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by the Consultant to City upon demand or City may offset the cost of the premiums against any monies due to the Consultant from City.

25. **FINANCIAL PHASE OUT PERIOD.** The Consultant agrees to complete all necessary financial phase out procedures required by the City Manager or his designee, within a period of not more than sixty (60) calendar days from the expiration date of this Contract. This time period will be referred to as the financial phase out period. The City is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial phase out period. After the expiration of the financial phase out period, those funds not paid to the Consultant under this Contract, if any, may be immediately reprogrammed by City into other eligible activities in the City. The City Manager, or his designee, shall request a final financial audit for activities performed under this Contract at the expiration of the financial phase out period.

26. **PERSONNEL.** Consultant shall comply with the following:

A. Consultant has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with the City;

B. All of the services required hereunder will be performed by Consultant or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services; and

C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

27. **PERSONNEL POLICIES.** City may review Consultant's personnel policies and may make available to Consultant personnel policies developed by City. City personnel policies are optional with Consultant, unless City verifies personnel management problems during Contract period, in which instance City Manager may require use of City-developed personnel practices, including use of a City Personnel Policies Manual, as a condition of continued funding or future contract awards. Personnel policies include, but are not limited to, staff size and levels, salaries, supervisory-subordinate ratios, consultant fees, fringe benefits and other related matters.

28. **NEPOTISM.** Consultant shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by Consultant. For the purposes of this section,

the term "immediate family" means spouse, child, mother, father, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Consultant.

29. RELIGIOUS AND POLITICAL ACTIVITIES. Consultant agrees that funds under this Contract will be used exclusively for performance of the work required under this Contract, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, Consultant agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.

30. OUTSIDE EMPLOYMENT. In its written personnel policies, Consultant shall include the following provisions governing outside employment of its employees:

A. Such employment shall not interfere with the efficient performance of the employee's duties in the program of this Contract;

B. Such employment shall not involve a conflict of interest or an appearance of conflict with the employee's duties in the program of this Contract;

C. Such employment shall not involve the performance of duties which the employee should perform as part of his employment in the program of this Contract; and

D. Such employment shall not occur during the employee's regular or assigned working hours in the program of this Contract, unless, during the entire day on which such employment occurs, the employee is on vacation, compensatory leave or leave without pay.

Consultant shall establish effective procedures to enforce these provisions and must provide specific procedures regarding outside employment of its full-time personnel whose duties are not readily confined to a standard workday or workweek. These personnel include, but are not limited to, Executive Directors, neighborhood workers, and other employees whose responsibilities may require them to be available for duty during evenings or on weekends.

31. ALTERNATIVE FINANCIAL MANAGEMENT SERVICES. City may make available to Consultant a financial management service, which includes, but is not limited to, certain designated record keeping, reporting, petty cash, and lesser fiscal functions. This service is optional with Consultant, unless City verifies fiscal management problems during the Contract period, in which case City may mandate use of the financial management service as a condition of continued funding or future contract awards. City may deduct its cost for this service from Consultant's total grant.

32. **REPORTS AND RECORDS.** Consultant agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by City. Consultant shall maintain, and permit on-site inspections of, such property, personnel, financial, and other records and accounts as are considered necessary by City to assure proper accounting for all Contract funds. Consultant will ensure that its employees and board members furnish such information, which, in the judgment of City representatives, may be relevant to a question of compliance with contractual conditions with City, or with the effectiveness, legality, and achievements of the program. Consultant agrees to keep available and maintain these records during the contract period and thereafter for a period of five (5) years from when the pending matters are closed. The Consultant shall submit monthly reports to the City specifying program income earned.

33. **FINDINGS CONFIDENTIAL.** All of the personal client case files, prepared or assembled by Consultant under this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the client, or client's legal guardian.

34. **COPYRIGHT.** No report, maps, or other documents produced in whole or in part, under this Contract shall be the subject of an application for copyright by or on behalf of Consultant.

35. **EXPENDITURES.** Expenditures made by Consultant in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit B, unless prior written approval for an exception is obtained from the City Manager or his designee.

36. **SEVERABILITY.** In the event that any portion of this document is found to be illegal, unenforceable, or inapplicable, such portions of this contract may be deleted or modified and will not effect the remainder of the contract.

37. **SUCCESSORS AND ASSIGNS.** Every provision of this Contract shall be binding upon the parties hereto and upon their respective successors and upon any person to whom rights under this Contract are assigned pursuant to Paragraph 16 of this Contract.

38. **LITIGATION.** Should any dispute under this Contract lead to litigation, the prevailing party shall be entitled to reasonable Consultants' fees for the prosecution of the action.

[SIGNATURE PAGE]

IN WITNESS WHEREOF, the governing bodies of the parties hereto have authorized this Contract and have caused said Contract to be executed by their respective chief executive officers and attested by the executive officers' clerks thereof as of the 5<sup>th</sup>, February, and 2013 first above written.

CITY OF CUDAHY:

CONSULTANT:

\_\_\_\_\_  
Jose E. Pulido, City Manager

\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Richard Iglesias, Deputy City Clerk

Exhibit A

Proposal

Exhibit B

County Lobbyist Certification

Exhibit C

Reimbursement Invoice

Exhibit D

Certificate of Insurance