

City of Brea
REQUEST FOR PROPOSAL
For a
Local Hazard Mitigation Plan

RFP No. 2023.01.10.01

1. INTRODUCTION:

The City of Brea, California is seeking a qualified consultant to coordinate, facilitate, and prepare a new City of Brea (hereby referred to as the ‘City’) Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act (DMA) of 2000, implementing regulations and guidance as they apply to local governments. The plan will be consistent with the State of California’s FEMA-approved mitigation plan. The Governor’s Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA) approved plan will help identify mitigation actions that will make the City and plan participants more disaster resistant. The City has obtained a FEMA grant for the development of this LHMP. The grant award period ends on October 18, 2024.

This will be an inclusive citywide planning process and will include the following participants seeking Cal OES and FEMA Region 9 approval of the Plan: City, local districts, schools, colleges and Universities, businesses, industries, Brea volunteers, Cal OES, members of the public agencies, and other stakeholders will be invited to participate in the plan development process as members of the planning committee.

Qualified firms that would like to be considered will need to submit a response to this Request for Proposals (RFP) no later than February 16, 2023. No facsimiles or electronic transmissions will be accepted. Responses must meet the requirements outlined in the Submittal Requirements section.

2. RECEIPT OF PROPOSALS

Interested parties should provide the following reproductions of proposals, signed by an officer of the firm who is authorized to execute legally binding agreements:

- Four (2) bound copies of the proposal
- Two (2) Flash drive with PDF copy of proposal

The proposals shall be delivered to:

Lisa Keyworth, Emergency Preparedness Coordinator

Submission of a proposal shall constitute acknowledgement and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

3. REQUESTS FOR INFORMATION (RFI)

City of Brea
REQUEST FOR PROPOSAL
For a
Local Hazard Mitigation Plan

RFP No. 2023.01.10.01

Should a Consultant require additional information prior to submitting a proposal, please send requests to Lisa Keyworth, Emergency Preparedness Coordinator. Responses will be posted on the City's website in the form of an Addendum. The deadline to submit an RFI is January 31, 2023.

For further information and questions concerning this RFP, please contact Lisa Keyworth in writing, via email, to: Lisak@cityofbrea.net. All requests for information and responses to questions will be posted on the City's website (www.ci.brea.ca.us/1254/Requests-for-Bids-Proposals-and-Quotes). Please check the City's website for the latest information and queries concerning this RFP.

The City reserves the right to amend or supplement this RFP prior to the Proposal Due Date. All addendum(s), responses to questions received, and additional information will be posted to the Brea Procurement Registry, located on the City's website at <https://www.ci.brea.ca.us/1254/Requests-for-Bids-Proposals-and-Quotes>. Proposers should check this web page daily for new information.

No formal Pre-Proposal Meeting will be held.

The City intends to follow, but will not be bound by, the following timeline:

- | | |
|------------------------------------|--------------------|
| • Distribution of the RFP: | January 10, 2023 |
| • Deadline to Submit Questions: | January 31, 2023 |
| • Deadline to Submit Proposals: | February 16, 2023 |
| • Review of Submittals (week of): | February 21, 2023* |
| • Scheduled Interviews (week of): | March 6, 2023** |
| • Contract Review by City Council: | April 4, 2023* |

* = tentative; ** = at City's option; times are 2:00 pm local time unless stated otherwise.

4. CITY INFORMATION

The City of Brea was incorporated in 1917 and operates under the Council/Manager form of government. Brea is host to several retail and entertainment centers, industrial parks, restaurants

City of Brea
REQUEST FOR PROPOSAL
For a
Local Hazard Mitigation Plan

RFP No. 2023.01.10.01

and commercial complexes, including several corporate headquarters. Expansion of housing has also been evident including homes, apartments, senior facilities and designated lowincome properties.

Today, the City of Brea is 12.43 square miles with a residential population over 43,000 and a daytime population of approximately 120,000.

Brea is a full-service city with its own Police, Fire, and Public Works Departments. The provision of quality public safety services is the highest priority for the City Council and is reflected in both day-to-day circumstances as well as extraordinary occurrences. Concern for the environment and maintaining quality open spaces is also a priority and is reflected in on-going efforts such as recycling, use of fire and drought tolerant landscaping, and preservation and protection of our open spaces, particularly the Chino Hills State Park area. Brea occupies a unique topographic and geographic location in the northernmost section of Orange County along the base of the Puente and Chino Hills.

It is bordered to the north by Los Angeles County and to the east by San Bernardino County, with the SR-57 freeway and major arterial routes such as Imperial Hwy and Carbon Canyon Road providing easy and direct access to several adjacent communities. While most of the City is built on flat land, the Carbon Canyon area provides hillside areas that visually define and frame the community. Over the next 20 years, growth into these surrounding hillsides will influence Brea which will result in an expansion of land, population and business within the City's sphere of influence.

5. SCOPE OF WORK

The City is seeking a qualified firm ("Consultant") that has extensive experience in preparing Hazard Mitigation Plans, a proven ability to assess a City's current conditions, and knowledge of current State and Federal regulations as it applies to the specific requirements for completion of a Hazard Mitigation Plan. The Scope of Work for this project is organized into four phases in accordance with the DMA 2000 planning requirement process: 1) LHMP Planning/Development Process; 2) Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment); 3) Hazard Mitigation Strategy; and 4) Plan Maintenance Process for five (5) years after the HMP is approved.

LHMP Planning/Development Process

As part of the LHMP planning and development process, the City will organize a Hazard Mitigation Core Planning Committee and Hazard Mitigation Stakeholder's Committee. Members of the HMP planning team will include representatives from city departments, staff with other

City of Brea
REQUEST FOR PROPOSAL
For a
Local Hazard Mitigation Plan

RFP No. 2023.01.10.01

local, state, and federal agencies; and take the “whole community” approach including non-profits, American Red Cross, religious institutions, disability access and functional needs groups, experts, or members of the public, city volunteers, and may also include a cross-section of the community, such as residents, community leaders, and business owners. The public will also be invited to participate during the planning process. The HMP Committees will:

- Participate in the planning process, attend meetings, and provide data as requested
- Solicit input from citizens and professionals with knowledge of applicable hazards
- Provide input on how the risk differs across the planning area
- Identify new/proposed mitigation projects
- Review drafts of the plan
- Hold public meetings
- Coordinate the formal adoption of the plan by governing boards
- Manage the implementation of the proposed mitigation projects.

The consultant shall facilitate a *minimum* of four (4) public meetings. Each meeting will focus on educating the public on the LHMP development process and identify community concerns. The consultant shall provide content to post on the City’s webpage and social media platforms on a monthly basis during the duration of the contract.

When a final draft LHMP is developed, the public will be invited to review and provide comments to the current draft. Public comments will be incorporated as appropriate by the consultant. The consultant will attend all committee meetings and memorialize meeting discussions.

- Note: For security reasons, all constative critical infrastructure protection information will need to be redacted from the plan prior to dissemination or presentation to the public.

Working with the City, the consultant will ensure the Brea LHMP will thoroughly document the hazard mitigation planning process, including but not limited to:

- A narrative description of how the plan was prepared and the process followed
- An outline of plan development meeting dates, attendees, and agendas
- Identify agencies and organizations that participated in plan development

City of Brea
REQUEST FOR PROPOSAL
For a
Local Hazard Mitigation Plan

RFP No. 2023.01.10.01

- Coordination with existing planning mechanisms
- Description of how the public was involved and strategy for public outreach/meetings

Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment)

A detailed risk assessment will be developed for this LHMP. The purpose of this section is to understand the risk and vulnerability of identified natural and human caused hazards and to provide a basis for hazard mitigation strategy development. The risk assessment will include:

a) Hazard Identification and Profiles: The Hazard Identification and Profiles will include a description and prioritization of the hazards that have occurred within the City. The hazard categories may include:

- Flood-related hazards
- Wildfire hazards
- Earthquake hazards
- Severe weather-related hazards (extreme temperatures, drought, fog, heavy rains/thunderstorms, Santa Ana winds, lightning, etc.)
- Nuclear hazards
- Tsunami
- Climate change hazards
- Drought
- Terrorism
- Other human caused hazards
- Vector based hazards
- Biological/Pandemic hazards
- Aviation disaster hazards
- Other hazards as identified by the HMP Committee and other data sources

b) Hazard Mapping: Using the best available data, the risk assessment will include maps (hazard and infrastructure maps will be provided by the consultant) that delineate areas affected by hazards and identify locations of local assets. The geographic information data will comprise a comprehensive inventory for use in developing map data layers (to the extent data is available), of the following items relative to the multiple hazard area:

- Public buildings

City of Brea
REQUEST FOR PROPOSAL
For a
Local Hazard Mitigation Plan

RFP No. 2023.01.10.01

- Critical facilities and infrastructure
- Maps that depict the location of parcels, structures, land use, and populations
- Structures will be delineated by type of use (e.g. residential, commercial, industrial, etc.)

c) Vulnerability Assessment: Based on the previous information, the Consultant will develop an overview of the City’s vulnerability to specific hazards. Digital maps and GIS data (provided by the consultant) will be developed that identify local assets that are located within known hazard areas. HAZUS will be used to model losses as appropriate. This vulnerability assessment will include (as the data allows):

- Types and numbers of buildings, infrastructure, and critical facilities located within the planning area/city and within identified hazard areas
- An inventory of all repetitive flood loss structures, as defined by FEMA, if applicable
- Potential dollar losses from identified hazards will be estimated through a process that utilizes Hazards US – Multi Hazard (HAZUS-MH) or GIS analysis of County assessor’s data with hazard locations
- Description of land uses and development trends to advise future land use decisions

d) Capability Assessment: A capability assessment will be conducted by the consultant that will inventory those existing plans, policies, and procedures that the City has in place to temper the effect of hazards. This will include protective measures under the National Flood Insurance Program (NFIP), building codes, zoning ordinances, completed or ongoing mitigation projects, and mitigation polices established in the general or comprehensive plans of participating jurisdictions.

Hazard Mitigation Strategy

The LHMP will include a mitigation strategy to address its exposure to identified hazards. This will require meetings of the HMPC, facilitated by the consultant, and include:

a) Developing mitigation goal statements that focus on reducing the risk and vulnerability from the identified hazards.

b) Developing a comprehensive range of specific mitigation actions items being considered to reduce the effects of each hazard, based on the risk assessment. The range of potential action items will include emphasis on mitigating losses for new and existing buildings and infrastructure and for future development areas. This section will include a list of prioritized hazard mitigation action items that best meet the City’s needs for hazard damage reduction. Prioritization factors will include an analysis of proposed mitigation projects focused on several key areas, including but not limited to economic (including benefits and cost), engineering, technical, legal, environmental,

City of Brea
REQUEST FOR PROPOSAL
For a
Local Hazard Mitigation Plan

RFP No. 2023.01.10.01

social, and political feasibility. Action items given the highest priority will meet most or all aspects of the feasibility analysis and will be the best fit for the City and all plan participants.

c) Based on previous tasks, a draft plan will be prepared in accordance with state and federal requirements. The Consultant will ensure that each required component for each plan participant is included in the Plan. The draft plan will be made available to the HMPC for review and comment. The Consultant will incorporate HMPC comments and prepare a public review draft to be distributed to interested parties. The draft plan will be free from grammatical errors, professionally formatted, with professional tabs, color graphs and charts, maps/graphs and charts that are of appropriate and reasonable viewing size, table of contents and presented in three (3) binders and a flash drive (that is not converted to a PDF for editing purposes).

Hazard Mitigation Plan Maintenance Process

a) Monitoring, Evaluating, and Updating: This chapter will detail how the City HMP Committee will monitor, evaluate, implement, and update the Plan. For example, maintenance will occur at an annual meeting of the HMPC where the LHMP mitigation strategy and implementation progress will be evaluated and modified as appropriate. The Plan will be revised, updated, and readopted every *five years* in accordance with the requirements of the DMA Act of 2000. During this five-year process, the public must have access to the LHMP and ability to comment on updates.

b) Incorporation into Existing Planning Mechanisms: The City will implement and incorporate hazard mitigation plan goals and actions into other local planning documents, such as the local Emergency Operations Plan, and other adopted Emergency Operations Plan Annexes. Incorporation of the LHMP into the Safety Element of the General Plan for the City will be emphasized as a consideration during the next updating process.

c) Implementation Schedule: The completed LHMP will include procedures for ensuring the Plan's implementation, including an implementation schedule for each action item.

d) Continued Public Involvement: The City is committed to continued public and whole community involvement in the LHMP development, maintenance, and future updates. A description of public involvement activities for the Plan will be included.

e) Final Plan: The Consultant will collect and incorporate public comments to the public review draft, make all necessary revisions, and will prepare a Final Plan for submittal to Cal OES and FEMA Region IX for review and approval. The Consultant is responsible for all plan revisions from Cal OES State Hazard Mitigation Officer, FEMA, or the City until it is adopted by the City of Brea City Council. The consultant will prepare the final submission of the LHMP to both Cal OES and FEMA in the manner they require. The consultant will also provide the City with four (4) hard copies of the LHMP in binders, a two (2) flash drives with the complete plan, maps, graphs, charts, tabs, etc.

City of Brea
REQUEST FOR PROPOSAL
For a
Local Hazard Mitigation Plan

RFP No. 2023.01.10.01

f) LHMP Adoption and Approval: After approval from Cal OES and FEMA Region 9, the final plan will be submitted to the Brea City Council for approval and adoption.

g) Payment to Consultant: The consultant will be compensated the agreed amount for the project **after all corrections/updates have been made and the LHMP has been approved by CalOES, FEMA Region 9, and adopted by the Brea City Council.**

VI. Contents of Proposal

The City does not require consultants to prepare proposals in any particular format. It is anticipated that consultants based upon their prior experience develop their own proposals in a manner best suited to represent their particular organization. However, all requirements and items listed in this RFP must be addressed and confirmed including the completion of Appendix A - Forms.

Proposals shall be concise and not exceed twenty-five (25) pages *excluding* covers and resumes. Consultants are discouraged from using general company advertising literature such as brochures, unless directly related and referenced in the proposal.

Proposals shall include, at minimum, the following:

a. Understanding - Consultant shall discuss their understanding of the requested services as described in this document.

b. Project Team – Consultant shall prepare a Project Organization Chart showing the relationship between each team member and subconsultants, and communication lines with City Project Manager/Emergency Preparedness Coordinator. Consultant shall include one-page resumes of key project personnel. Resumes shall be included in the proposal appendices.

Include a written statement acknowledging that the individuals included in the Project Organization Chart will perform the work and that team members will not be replaced or removed from the team without written approval from the City.

c. Project Experience – Consultant shall provide descriptions of previous projects completed by the firm's current employees of similar type, size and scope. Projects shall include date of completion and client reference information.

d. Project Approach – Consultant shall provide a write-up on how they propose to meet the project objectives, any anticipated problems that may be encountered, and how each problem will be addressed. Consultants shall state any assumptions made for their proposal.

City of Brea
REQUEST FOR PROPOSAL
For a
Local Hazard Mitigation Plan

RFP No. 2023.01.10.01

e. Project Schedule - Include a detailed preliminary design work schedule component, incorporating all anticipated milestone dates, meetings, and document review periods.

f. Project Cost - Shall include all incidentals and per diem charges. No additional reimbursement will be provided for incidentals and/or per diems such as mileage, toll road fees, miscellaneous fees, prints, lodging, insurance, meals or mark-ups. A detailed cost proposal to include project outcome and milestones and deliverables shall be outlined in the scope of work.

g. Acceptance of City Standard Consultant Service Agreement - A copy of the City's Standard Consultant Services Agreement and General Provisions is included in the Appendix B for review. The Consultant is required to obtain and maintain coverage for the listed insurance policies throughout the project. The Consultant shall state whether or not they agree to the contract language and should identify any discrepancies.

VII. Addendum

All responses to RFI's will be provided to Consultant electronically via addendum. The Consultant shall note on the proposal cover letter acknowledgement and agreement to all addenda issued by the City.

VIII. Contract Award

Selected Consultant shall enter into a written contract with the City binding all terms and conditions of the proposal and items negotiated prior to award of contract. Contract period shall be for the entire duration of the project unless modified.

IX. Proposal Development

By submitting a proposal, the Consultant agrees that the costs to prepare and submit a proposal will be the responsibility of the Consultant.

X. Non-Obligation

This Request for Proposal (RFP) shall not be construed to create an obligation on part of the City to enter into a contract with a Consultant. The RFP is for solicitation of proposals only. The City reserves the right to reject any and all proposals or to accept the proposal that, in the supposition of the City, is of most value.

XI. Selection Criteria

The City will evaluate proposals based on the Consultant's response to all items of this RFP. The following serves to list some of the criteria that may be used in the evaluation and comparison of proposals as well as the importance of each selection criteria.

City of Brea
REQUEST FOR PROPOSAL
For a
Local Hazard Mitigation Plan

RFP No. 2023.01.10.01

- a. Project Understanding (5%)
- b. Qualifications of the Project Team (15%)
- c. Relative Project Experience (20%)
- d. Project Approach and Proposal Contents (45%)
- e. Proposed Cost (15%)

XII. Selection Procedures

Proposals will be thoroughly reviewed by City staff and evaluated specifically on proposal content. Should the need arise, the City will conduct interviews with the top three prospective firms prior to selection. Compensation and rates discussed with Consultants will not be disclosed to other candidates. When the final selection is made and all terms of the contract have been established, a recommendation of award will be made to the Brea City Council.

XIII. Schedule

The following dates are estimates. The City shall not be held responsible for any changes in the schedule shown below. Any schedule change affecting the RFP submittal will be distributed via addendum.

- a. Advertisement of RFP- January 10, 2023
- b. RFI Due Date - January 31, 2023
- c. Proposals Due Date - February 16, 2023
- d. City Council Approval Date - April 4, 2023
- e. Contract Execution Date - April 4, 2023
- f. Notice to Proceed May 1, 2023

Appendix A

Forms

STANDARD FORM A REFERENCES FORM

| |

(Offeror's Company Name)

Provide current business references for whom your company has provided similar services. Provide very brief description of the Project services your company provided to the reference. **Any unsatisfactory references or past unsatisfactory work performance with City may result in Offeror being deemed non-responsive and/or non-responsible, and may eliminate Offeror from further consideration (Brea Municipal Codes 3.24.020).**

1. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		
2. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		
3. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		
Completion Date & Value		
4. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Project		

Completion Date & Value		
-------------------------	--	--

**STANDARD FORM B
SUBCONTRACTORS LIST-STANDARD FORM**

(Offeror's Company Name)

Provide the information requested below. Duplicate this form as necessary to complete list.

Check this box, *if no subcontractors* are to be used for any of the proposed work.

1. Company Name		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		
2. Company		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		
3. Company		
Address, City, State, Zip		
Contact's Name & Title		
Contact's Phone #		
Contact's Email		
Proposed work & amounts		
License #s & Class		
DIR # & Exp Date		

**STANDARD FORM C
STATEMENT OF COMPLIANCE OR EXCEPTIONS FORM**

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

(Offeror's Company Name)

Select one:

No Exceptions

By checking the above box, Offeror declares their Offer was prepared in strict compliance with the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement.

With Exceptions

By checking the above box, Offeror declares their Offer was prepared in consideration of but with exceptions to one or more of the instructions, conditions, and terms of the Solicitation, Scope of Work, and Agreement, in which case **Offeror must provide a detailed list for all such exceptions in the following format.**

Section Page #	Term, Condition, Specification	Exception & Benefit to City	City A or D
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Offeror acknowledges that City may accept or reject any or all of Offeror's listed exceptions or reject the Offeror's entire Offer that contain any exceptions.

Signature: _____

Name/Title | _____

Date: | _____

**STANDARD FORM D
STATUS OF PAST AND PRESENT CONTRACTS FORM**

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

(Offeror's Company Name)

No Contract Terminations, Settlements, or Legal Actions

By checking the above box, Offeror declares that the Offeror has not had any Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder and currently does not have any pending Contract Terminations, Settlements, or Legal Actions.

One or More Contract Terminations, Settlements, or Legal Actions

By checking the above box, Offeror declares that the Offeror has had either one or more Contract Terminations, Settlements, or Legal Actions within the past five years of the date signed hereunder in which case, **Offeror must provide a list for all such contracts** and include: Contract Title, Contract Value, Termination Date, Company Name, Contact Name, Phone Number, and Reason for the Terminations, Settlements, or Legal Actions.

The Offeror acknowledges that City may: reject any declarations that are not accompanied with the required documentation as described above; or reject any Offers wherein Offeror has had any Terminations, Settlements, or Legal Actions that City in its sole discretion deems unacceptable.

Signature: _____

Name/Title _____

Date: _____

**STANDARD FORM E
INSURANCE COMMITMENT FORM**

Each Offer must be accompanied by this form. Failure to provide this form will cause the Offer to be deemed non-responsive and that Offer will not be considered for further evaluation.

(Offeror's Company Name)

Offeror acknowledges that:

City reserves the right to modify the insurance requirements as set for in the Insurance Requirements section of the Agreement including limits, based on nature of the risk, prior experience, insurer, coverage, or other special circumstances.

City's acceptance and/or approval of the Contractor's insurance documents does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under any resultant Contract.

Contractor's failure to comply with the required insurance as set forth in the Insurance Requirements of the Agreement is a breach of contract, which may result in one or more of the following: suspension of work, suspension or termination of contract, remuneration of procurement costs for obtaining a replacement contractor, and suspension from submitting future offers based on Contractor's default.

Offeror, at Offeror's sole cost and expense, hereby promises and agrees to:

Acquire required insurance set forth in the Insurance Requirements of the Agreement.

Provide policies of insurance from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California prior to commencing any work and allowing any subcontractor to commence work on any subcontract until it has secured all required insurance unless otherwise permitted or waived in writing by City's Risk Manager.

Maintain in force at all times during the term of any Contract, insurance policies as set forth in the Insurance Requirements of the Agreement; replace any policies whose carrier's rating falls below A VII with policies that meet or better the required A VII rating no later than the renewal date of the policy; amend, supplement, or endorse existing insurance policies that do not meet the insurance requirements set forth in the Insurance Requirements.

Offeror certifies, represents, and commits to all the Insurance Requirements of the Agreement.

Signature: _____

Name/Title | _____

Date: | _____

**STANDARD FORM F
OFFEROR QUALIFICATIONS RESPONSE FORM**

(Offeror's Company Name)

Offerors must have demonstrated trustworthiness, as well as the necessary quality, fitness, capacity, and experience to satisfactorily provide the requirements specified in this Solicitation based on prior experience with city, references, and other available information.

Provide the information requested below. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

1. Background.

Please provide the following information about your company:

A. Your company's full legal name, address, phone, fax, email, website.

| |

B. Prior company names (if any) and years in business; mergers, buyouts, etc.

| |

C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).

| |

D. Names and titles of the principal owner(s).

| |

E. Person(s) authorized to make commitments for your company.

| |

F. Special recognition or awards.

| |

2. Experience.

Provide the following information relative to required services:

A. Summary of Experience with similar kinds of work.

[]

B. Familiarity with state and federal procedures.

[]

C. Experience working with public agencies.

[]

D. Narrative of the working relationship with current business references for information not already included in the References Form.

[]

3. Qualifications.

Provide the following information relative to required services:

A. Financial responsibility.

[]

B. Demonstrated Technical Ability.

[]

C. Capability of developing innovative or advanced techniques.

[]

D. Special qualifications, training, credentials.

[]

E. Staff names, titles, role, qualifications, and experience assigned to this project.

[]

F. Designated project manager assigned to this project.

[]

4. Understanding.

Provide the following information relative to required services:

A. Understanding of the work to be done based on this Solicitation.

[]

B. Include issues that you believe will require special consideration for this project.

[]

C. Identify unique approaches or strengths your company has relative to required services.

[]

5. Approach.

Provide the following information relative to required services:

A. Understanding of the work to be done.

[]

B. Adequacy of labor and resources to satisfactorily perform the requested services and meet the City's needs.

[]

C. Names and titles of key management personnel.

[]

D. Team to be assigned for these services.

[]

Submitted by:

Signature: _____

Name/Title [] _____

Date: [] _____

**STANDARD FORM G
FIRM OFFER FORM**

| |

(Offeror's Company Name)

FIRM OFFER made by Contractor to the City of Brea:

I, the undersigned, hereby represent and warrant that I am authorized to submit this Offer on behalf of and to bind the principals who I represent to all the requirements of the City of Brea's Terms & Conditions, Specifications, Scope or Work, any attachments, exhibits, amendments; and I offer and agree to those requirements at the prices set forth in the Offer Form. Further, I understand that no contract exists unless City accepts this Offer by executing the attached Agreement.

Business Name: | |
Business Address: | |
Federal ID#: | |
Business Type | | 1. Individual/Sole Proprietor or Single-Member LLC; 2. C Corporation;
(Contractor enter a number) | | 3. S Corporation; 4. Partnership; 5. Trust/Estate; 6. Limited Liability Co.

By: _____

Name: | |

Title: | |

Email: | |

By: _____

Name: | |

Title: | |

Email: | |

Date Signed: | |

CORPs: Chairperson, President, Vice President;
LLCs: Manager

Date Signed: | |

CORPs: Secretary, Assist. Secretary, Chief Finance
Officer, Assist. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

STANDARD FORM H PRICE FORM

| |

 (Offeror's Company Name)

Separate and describe your tasks, and associated costs, for the Scope of Services requirements. Attach additional pages if necessary.

Tasks	Description	Amounts
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
	Project Total Costs (add above lines)	\$

Appendix B
City's Standard Consultant Services Agreement and General Provisions

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated {**AgreementDate**} for reference purposes and is executed by the City of Brea, a California municipal corporation (“City”), and {**ServiceProviderFullName**} a {**OrganizationType**} (“Contractor”).

This Professional Services Agreement (“Agreement”) is dated {**AgreementDate**} for reference purposes and is executed by the City of Brea, a California municipal corporation (“City”), and {**ConsultantName**} a {**LegalStatus**} (“Consultant”).

RECITALS

City desires to retain Consultant as an independent contractor to provide the following professional services: **Preparation of a Local Hazard Mitigation Plan including the organization of four phases in accordance with the DMA 2000 planning requirement process: 1) LHMP Planning/Development Process; 2) Risk Assessment (Hazard Identification, Vulnerability Assessment, and Capability Assessment); 3) Hazard Mitigation Strategy; and 4) Plan Maintenance Process for five (5) years after the HMP is approved.**

A. Consultant represents that it is duly licensed, fully authorized by law, and has the necessary experience and qualifications, to provide such services.

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

1. Scope of Services.

Consultant shall perform the services referenced in the Recitals, and as required by the City’s RFP # **2023.01.10.01** and the Scope of Services set forth in the attached Exhibit A, and as otherwise required by this Agreement, all to City’s satisfaction (collectively, “Services”).

2. Compensation.

A. City shall pay for the Services satisfactorily performed, in accordance with the Fee Schedule indicated in the Proposal.

B. In no event shall the total amount paid for the Services exceed the all-inclusive sum of {**Contract Amount**} (“Contract Amount”). This amount covers and is inclusive of all labor, materials, and any and all other costs incurred by Consultant in performing the Services. Consultant shall be deemed to have made all inquiries and site inspections deemed necessary by Consultant prior to execution of this Agreement.

C. Unless the Fee Schedule calls for payment of a one-time flat fee, periodic payments for undisputed work shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Consultant’s invoices shall indicate the amount of time spent on each task and the applicable rate.

D. Unless the Fee Schedule calls for payment on a different schedule, Consultant shall invoice City on a monthly basis.

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

3. Term.

The term of this Agreement shall commence on {TermStartDate} (“Effective Date”). Unless extended or earlier terminated as provided herein, this Agreement shall expire upon satisfactory completion of the Services, whichever occurs first.

4. Time of Performance.

A. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established and agreed upon schedules and deadlines agreed upon in writing. Consultant shall commence performance within two business days of receiving City’s written notice to proceed.

B. Force Majeure. Neither party shall be considered in default of this Agreement for delays in performance caused by a force majeure event. As used in this Agreement, the term “force majeure event” means circumstances beyond the reasonable control of the non-performing party and includes the following: abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; or judicial restraint. Consultant’s lack of financial capability, shall not constitute a force majeure event unless directly attributable to any of the foregoing events.

C. Should a force majeure event occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

5. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to the Services, including costs incurred, shall be maintained by Consultant and made available for review by City at all reasonable times during the term of this Agreement and for four years from the date of final payment by City.

6. Standard of Care.

The Services shall be performed in accordance with the generally accepted professional standards of practice and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently performing similar services under similar conditions. Consultant shall maintain all professional licenses and certifications required to lawfully perform the Services.

7. Compliance with Law.

A. Consultant shall comply with all applicable laws including Cal/OSHA requirements.

B. Consultant shall obtain a City of Brea business license.

8. Assignment and Subcontracting.

A. Consultant shall not assign or transfer this Agreement or any rights or obligations under, or any interest in this Agreement, or subcontract any required performance hereunder, without the prior written consent of City, which may be withheld for any reason. City shall be deemed to have approved Consultant’s utilization of subcontractors identified in Consultant’s proposal for the Services.

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

B. Any attempt to so assign, transfer, or subcontract without City's prior written consent shall be void and shall constitute grounds for City's termination of this Agreement. Authorized subcontracts shall contain a provision making the subcontractor subject to all requirements of this Agreement.

C. If use of a subcontractor is approved, then City may withhold 5% of each monthly payment to Consultant. Such retention shall be released upon City's receipt of an unconditional release of all claims signed by any such subcontractor, as to work performed to date.

9. Independent Contractor.

A. Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant is or shall become an employee of City.

B. Consultant will determine the means, methods, and details by which Consultant's personnel will perform the Services. Consultant shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the customary professional standards.

C. Consultant's personnel shall not wear or display any City uniform, badge, identification number, or other information identifying such individual as an employee of City. Consultant's personnel shall not use any City e-mail address or City telephone number in the performance of the Services. Consultant shall acquire and maintain at its sole cost and expense such vehicles, equipment and supplies as Consultant's personnel require to perform the Services. Consultant shall perform the Services off of City premises at locations of Consultant's choice, except as otherwise may from time to time be necessary in order for Consultant's personnel to receive projects from City, review plans on file at City, pick up or deliver any work product, or as may be necessary to inspect or visit City locations. City may make a computer available to Consultant from time to time for Consultant's personnel to obtain information about or to check on the status of projects pertaining to the Services.

D. Consultant shall be responsible for and pay all wages, salaries, benefits and other amounts due to Consultant's personnel in connection with the Services. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including Social Security taxes, other retirement or pension benefits, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance. Consultant and its officers, employees, agents, and subcontractors shall not become entitled to, and hereby waive any claims to, any wages, salaries, compensation, benefit or any incident of employment by City, including eligibility to enroll in, or reinstate to membership in, the California Public Employees Retirement System ("PERS") or any other retirement program, as an employee of City, and entitlement to any contribution to be paid by City for employer contributions or employee contributions for PERS benefits or any other retirement benefits.

10. PERS Compliance.

The parties acknowledge that City is a local agency member of PERS, and as such has certain pension reporting and contribution obligations to PERS on behalf of qualifying employees. Consultant agrees that, in providing its employees and any other personnel to City to perform the Services, Consultant shall assure compliance with the Public Employees' Retirement Law (Government Code Section 20000 et seq.), the regulations of PERS, and the Public Employees' Pension Reform Act of 2013 (Government Code Section 7522 et seq.). Without limitation to the foregoing, Consultant shall assure compliance with regard to personnel who have active or inactive membership in PERS and to those who are retired annuitants and in performing this Agreement shall not assign or utilize any of its personnel in a manner that will cause City to be in violation of the applicable retirement laws and regulations.

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

11. Insurance.

Unless otherwise permitted or waived in writing by City's Risk Manager, Consultant shall not commence work until it has secured all insurance required under this section and provided evidence thereof that is acceptable to City. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

A. Commercial General Liability

i. Consultant shall take out and maintain, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to City.

ii. Coverage for Commercial General Liability insurance shall be at least as broad as the following:

a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

iii. Commercial General Liability Insurance must include coverage for the following:

a. Bodily Injury and Property Damage

b. Personal Injury/Advertising Injury

c. Premises/Operations Liability

d. Products/Completed Operations Liability

e. Aggregate Limits that Apply per Project

f. Contractual Liability with respect to this Agreement

g. Broad Form Property Damage

h. Independent Consultants Coverage

iv. The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to this Agreement.

v. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

vi. The general liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, only if approved by City's Risk Manager in writing, and further provided that such deductibles shall not apply to coverage of the additional insureds.

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

B. Automobile Liability

i. Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to City.

ii. Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

iii. The policy shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds.

iv. Subject to City's written approval, the automobile liability coverage may utilize deductibles or provide coverage excess of a self-insured retention, provided that such deductibles shall not apply to coverage of the additional insureds.

C. Workers' Compensation/Employer's Liability

i. Consultant certifies that Consultant is aware of the provisions of Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she/it will comply with such provisions before commencing work under this Agreement.

ii. Consultant shall maintain full compensation insurance for its employees in accordance with the Workers' Compensation and Insurance Act (Labor Code Section 3200 et seq.) and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all subcontractors to obtain and maintain workers' compensation coverage of the same type and limits as specified in this section.

D. Professional Liability (Errors and Omissions)

Consultant shall maintain professional liability or errors and omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to City and with the limits required herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy coverage form specifically designed to protect against acts, errors or omissions of Consultant in the performance of professional services. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

E. Cyber Liability

If Cyber Liability is included in the Minimum Policy Limits Required below, then Consultant shall maintain cyber liability insurance providing protection against claims and liabilities arising from: (i) errors and omissions in connection with maintaining security of City Data (as defined below); (ii) data breach including theft, destruction, and/or unauthorized use of City Data; (iii) identity theft including bank charges assessed; and (iv) violation of privacy rights due to a breach of City Data.

F. Minimum Policy Limits Required

i. A.M. Best's Rating

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

Each policy of insurance required herein shall be from a company or companies having a current A.M. Best's rating of no less than A:VII and admitted and authorized to transact the business of insurance in the State of California.

ii. The following insurance limits are required for this Agreement:

If <input checked="" type="checkbox"/> , then required	<u>Combined Single Limit</u>
<input checked="" type="checkbox"/> Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
<input checked="" type="checkbox"/> Automobile Liability	\$2,000,000 per occurrence (any auto) for bodily injury and property damage
<input checked="" type="checkbox"/> Workers' Compensation	In the amount required by California law
<input checked="" type="checkbox"/> Employer's Liability	\$1,000,000 per occurrence
<input checked="" type="checkbox"/> Professional Liability	\$2,000,000 per claim and aggregate (errors and omissions)
<input type="checkbox"/> Cyber Liability	\$2,000,000 per occurrence

iii. Defense costs shall be payable in addition to the limits.

iv. Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as additional insured pursuant to this Agreement.

G. Proof of Insurance

Within five days of execution of this Agreement, but prior to commencement of the Services, Consultant shall file with City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

H. Policy Provisions Required

i. Consultant shall provide City at least 30 days prior written notice of cancellation of any policy required by this Agreement, except that Consultant shall provide at least 10 days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, Consultant shall deliver renewal certificate(s) including the required additional insured endorsement to City at least 10 days prior to the effective date of cancellation or expiration.

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

ii. The Commercial General Liability Policy and Automobile Liability Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by City or any additional insureds shall not be called upon to contribute to any loss.

iii. The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. If a "claims-made" professional liability policy is provided, it shall include an extended reporting period of not less than three years.

iv. All required insurance coverages, except for the professional and cyber liability coverage, shall contain or be endorsed to provide a waiver of subrogation in favor of City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials, or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

v. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve Consultant from liability in excess of such coverage, nor shall it limit Consultant's indemnification obligations to City or preclude City from taking such other actions available to City under other provisions of this Agreement or law.

I. Additional Insurance Provisions

i. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of such insurance by City, are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Consultant pursuant to this Agreement, including the provisions concerning indemnification.

ii. If at any time during the term of this Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may terminate this Agreement for cause.

iii. City may require Consultant to provide for inspection by City, complete copies of all insurance policies in effect for the duration of the Agreement.

iv. No City official, officer, employee, agent or volunteer shall be personally responsible for any liability arising under or by virtue of this Agreement.

v. The insurance obligations under this Agreement shall be: (1) all the insurance coverage and/or limits carried by or available to Consultant; or (2) the minimum insurance coverage requirements and/or limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits, which are applicable to a given loss, shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Consultant under this Agreement.

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

J. Subcontractor Insurance Requirements

Consultant shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to City that it has secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors shall be endorsed to name City, its officials, officers, employees, agents, servants, designated volunteers and agents serving as independent contractors in the role of City officials as additional insureds, using ISO form CG 20 38 04 13 or an endorsement providing the same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors.

12. Indemnification.

A. Other than in the performance of professional services, and to the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by City), indemnify and hold City, its officials, officers, attorneys, agents, employees, servants, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless with respect to any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages, stop notices and/or injury of any kind, in law or equity, to property or persons, including bodily injury, wrongful death, personal injury and property damage, and destruction, or unauthorized access to, use, and/or theft of City Data (collectively, "Claims") in any manner and to the extent arising out of, pertaining to, or incidental to any act, error, omission, or willful misconduct of Consultant, its owners, officials, officers, employees, servants, subcontractors, consultants or agents (and/or any entity or individual for whom Consultant shall bear legal liability) in connection with the performance of the Services including the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses actually incurred in connection with such defense. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, or by City or any of the other Indemnitees. Consultant shall have no liability hereunder for claims and liabilities arising out of the sole, active negligence of any of the Indemnitees.

B. Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Claims, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Consultant shall bear legal liability) in the performance of professional services under this Agreement. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs, actually incurred in connection with such defense.

C. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

13. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California without regard for change of venue laws. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. Consultant must comply with the claim procedures set forth in the Government Claims act (Government Code Section 810 et seq.) prior to filing any lawsuit against City.

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

14. Termination.

A. City may terminate any portion or all of the Services or this Agreement with or without cause by giving 10 days' written notice to Consultant. In such event, City shall be immediately given title to and possession of all Work Product (as defined) below and original field notes, drawings and specifications, written reports and all other documents produced or developed pursuant to this Agreement. Provided Consultant is not then in breach, City shall pay Consultant for any portion of the Services satisfactorily completed prior to termination. If termination occurs prior to completion of any specific task for which a payment request has not been received, the charge for Services performed shall be the reasonable value of such Services, based on an amount agreed to by the parties. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed Services, and shall not be entitled to damages or compensation resulting from such termination.

B. Consultant may terminate this Agreement only for cause and by serving written notice of termination to City, provided Consultant has first served City with a written notice of default and demand to cure, and City has failed to cure such default within 30 days of receipt of such notice.

15. Ownership of Work Product.

A. All draft and final reports, documents, and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files, and/or other media whatsoever created or developed by Consultant in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of City. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City upon final payment being made, provided that any such use shall be at City's sole risk. Consultant shall not obtain or attempt to obtain copyright protection as to any of the Work Product. Consultant agrees that the compensation set forth in Section 3 above includes conveyance to City of ownership of all Work Product, including intellectual property rights, as provided in this Section 16.

B. Consultant hereby assigns to City all rights of ownership to the Work Product, including any and all related intellectual property and proprietary rights, that are not otherwise vested in City pursuant to subsection A above.

C. Consultant warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment or Consultant's default, City shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. Consultant shall defend, indemnify and hold City, and the other Indemnitees harmless from any and all losses, claims or liabilities in any way related to a claim that City's use of any of the Work Product violates federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event the use of any of the Work Product or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Consultant, at its expense, shall: (a) secure for City the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

this Agreement. Consultant's obligations under this Section shall survive the expiration or termination of this Agreement.

16. Data Security.

A. As used in this Agreement, "City Data" means any and all information and data provided or made accessible, directly or indirectly, to Consultant by City, or otherwise acquired from City, in connection with Consultant's performance of the Services. Except where subject to a third party's intellectual property rights, any and all City Data is solely owned by City. Consultant is granted a limited, non-exclusive, and revocable license to use City Data solely as necessary to perform the Services. At no time shall Consultant use City Data for its own purposes, or sell, disclose or disseminate City Data, except as required by law or to provide the Services. At all times herein, Consultant shall protect and maintain the security of City Data using methods providing not less than the level of security Consultant uses for its own confidential data, and that otherwise comply with recognized industry data security standards applicable to similar kinds of governmental data and information.

B. To the extent any City Data consists of personal information as defined in Consumer Privacy Act (Civil Code Section 1798.100 et seq.), Consultant shall comply with that statute and with Civil Code Section 1798.82 including providing the required notifications in the event of any unauthorized access of personal information stored, maintained, accessed, used or transmitted by Consultant in connection with this Agreement. Notwithstanding the foregoing, Consultant shall within 24 hours notify the City Representative by telephone and in writing of any unauthorized access of City Data. Thereafter, Consultant shall render any assistance to City and law enforcement as necessary to ascertain the nature and extent of such unauthorized access.

C. Consultant shall not store City Data using cloud-based storage without City's prior, written consent, unless the use of such storage is clearly described in the Scope of Services. Where permitted herein, any and all cloud-based storage shall be on servers and other hardware located within the continental United States, and shall be in compliance with ISO/IEC 27001 - 27018, as applicable, unless otherwise agreed to in writing by the City Representative.

17. Party Representatives.

A. Consultant hereby designates **{ContractorRepName}**, or such person's designee, as Consultant's Representative for this Agreement, unless and until written notice of a new representative acceptable to City is provided to City.

B. City hereby designates **{CityRepName}** or such person's designee, as the City Representative for this Agreement.

C. The foregoing representatives shall be authorized to provide consent where required herein, and to make other administrative decisions that will be binding on their respective party, except as otherwise specifically required herein.

18. Notices.

Any notices, invoices, or other documents related to this Agreement shall be deemed received on: (a) the day of delivery, if delivered by hand during the receiving party's regular business hours or by e-mail before or during the receiving party's regular business hours; (b) the business day after delivery, if delivered by e-mail after the receiving party's regular business hours; or (c) on the second business day following

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

deposit in the United States mail, certified mail with return receipt requested and postage prepaid, to the addresses listed below, or to such other addresses as the parties may, from time to time, designate in writing.

City
City of Brea
1 Civic Center Circle
Brea, CA 92821

George Avery
georgea@cityofbrea.net

Consultant
{ContractorFullName}
{ConPMStreetAddress}
{ConPMcity}, {ConPMstate} {ConPMzip}
{ConPMCountry}
{ConPMName}
{ConPMEmail}
{ConPMPhone}

19. Third Party Rights.

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Consultant.

20. Conflicts of Interest.

A. Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services. Consultant certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of City.

B. Consultant further covenants that, in the performance of this Agreement, no subcontractor or person having any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services shall be employed. Consultant has provided City with a list of all City-approved subcontractors and the key personnel for such subcontractors that are retained or to be retained by Consultant in connection with the performance of the Services, to assist City in affirming compliance with this Section.

C. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. If required, Consultant further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City Clerk as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to terminate this Agreement without liability. No director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

21. Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

22. Successors and Assigns.

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of the parties.

23. Non-Waiver.

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specified in writing, and any such waiver shall be limited to that set of circumstances and not to any future circumstances unless another written waiver is executed.

24. Time of Essence.

Time is of the essence in each and every provision of this Agreement.

25. City's Right to Employ Other Consultants.

City reserves its right to employ other consultants to provide the Services or similar services.

26. Exhibits.

The attached **Exhibit A** is incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of this Agreement and Exhibit A, then provisions of this Agreement shall govern. In the event of any conflict or inconsistency between the provisions of the Scope of Services Requirements and the Consultant's Proposal set forth in the attached **Attachment 1 to Exhibit A**, the provisions of the Scope of Services Requirements shall govern.

27. Entire Agreement.

This Agreement (including the attached Exhibit) represents the entire understanding of the parties as to the Services, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both parties. This is an integrated Agreement.

[SIGNATURES ON FOLLOWING PAGE]

**Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT**

TO EXECUTE THIS AGREEMENT, the Parties have caused their authorized representatives to sign below. Digital Signatures are acceptable if they conform to all requirements of California Government Code Section 16.5.

{ConsultantFullName}

By: _____
{ConSigner1Name}
{ConSigner1Title}
{ConSigner1Email}

By: _____
{ConSigner2Name}
{ConSigner2Title}
{ConSigner2Email}

Date Signed: _____
CORPs: Chairperson, President, Vice
President;
LLCs: Manager

Date Signed: _____
CORPs: Secretary, Asst. Secretary, Chief
Finance Officer, Asst. Treasurer
LLCs: Manager

[Pursuant to California Corporations Code Section 313, for a corporation both signature lines must be executed unless the signatory holds at least one of the offices designated on each line.]

[Pursuant to California Corporations Code Section 17703.01(d), for a limited liability company both signature lines must be executed unless the articles of incorporation state that the firm is managed by only one manager.]

City of Brea

Attest (if over \$25,000)

By: _____
Mayor, City of Brea

By: _____
Harris-Neal, Lillian
City Clerk
lillianhn@ci.brea.ca.us

Date Signed: _____

Date Signed: _____

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

EXHIBIT A
Scope of Services

1. Scope of Services

Contract # 2023.01.10.01
PROFESSIONAL SERVICES AGREEMENT

ATTACHMENT 1 TO EXHIBIT A

Consultant's Proposal and Fee Schedule

{TO BE INSERTED}