



CITY OF EL MONTE

DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT
HOUSING DIVISION

REQUEST FOR QUALIFICATIONS (RFQ)

TEMPORARY EMERGENCY LODGING SERVICES
EMERGENCY SOLUTIONS GRANT (ESG)

August 22, 2023

IMPORTANT DATES:

**SOLICITATION
ISSUANCE
DATE:**

**08/22/2023
12:00 PM**

**PROPOSAL
SUBMISSION
DEADLINE:**

**09/12/2023
12:00 PM**

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1. INTRODUCTION

1.1 GENERAL SOLICITATION INFORMATION

The City of El Monte (“City”), on behalf of the **Community & Economic Development Department**, is hereby soliciting competitive proposals from qualified, local hotels, motels, lodges and others (referred to herein individually as “Shelter Service Provider” and collectively as “Shelter Service Providers”) to provide temporary and/or emergency overnight shelter services for persons experiencing homelessness or at-risk of homelessness in the City on an as-needed basis, as summarized below in the Solicitation Objectives and detailed further in Section III Areas of Interest/Scope of Work. The Temporary Emergency Lodging Services will be funded through the U.S. Department of Housing and Urban Development (HUD) via the Emergency Solutions Grant (ESG).

This solicitation identifies the Areas of Interest/Scope of Work, Timeline/Schedule, Proposal Submission Requirements, Summary Evaluation Process, and Terms and Conditions the City will use to select, and recommend a contract be awarded to, one or more qualified Shelter Service Providers to provide the services identified herein for the benefit of the City and the community it serves.

The City is interested in discovering all of the Shelter Service Providers’ capabilities related to the specified Areas of Interest/Scope of Work and associated pricing to enable informed decisions and potentially proceed to more specific negotiations on contract development with one or more qualified Shelter Service Providers to this solicitation.

Proposals submitted in response to this solicitation may be sub-divided and/or combined with other proposals, at the City’s sole discretion. Those Shelter Service Providers who submit proposals (the “Respondent” or “Respondents”) agree to do so without legal recourse against the City, its Officials, Directors, Officers, Employees and Agents for rejection of their proposal(s) or for failure to execute or act on their proposal for any reason. This solicitation is for proposals only and is neither intended nor to be construed as an offer to enter into a contract or engage in any formal rule competitive bidding or negotiation pursuant to any statute, ordinance, or regulation. The City reserves the right to cancel this solicitation at any time, reject any and all proposals, and to waive irregularities.

Responses to this solicitation are due to be submitted on or before **12:00 PM – September 12, 2023**, as described below in Sections III through VI.

1.2 SOLICITATION OBJECTIVES

The City is requesting proposals to establish a Qualified List (“QL”) of hotels, motels, lodges and others (referred to herein individually as “Shelter Service Provider” and collectively as “Shelter Service Providers”) to provide Temporary Emergency Lodging Services for persons experiencing homelessness or at-risk of homelessness on an as-needed basis for one-year fiscal period. The City will award one (1) or more agreements with the successful Respondent(s) named to the resulting QL. The City makes no specific guarantee of a minimum, or maximum, amount of services



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which shall be requested of any Shelter Service Provider named on the resulting QL, as certain City programs require the Shelter Participants to select their preferred location per availability.

1.3 DURATION OF ENGAGEMENT

The engagement is anticipated to have a duration of approximately **8 Months** commencing on or about **October 15, 2023** and ending by **June 30, 2024**. The proposed Contract engagement term may include the option to extend for up to two (2) additional one (1) year periods. However, the engagement term may be subject to change at the City's sole and absolute discretion.

2. BACKGROUND INFORMATION

2.1 ABOUT THE CITY OF EL MONTE

The City of El Monte, incorporated in 1912, is located in the San Gabriel Valley region of Los Angeles County. The City serves approximately 116,675 residents in a land area of approximately 9.6 square miles. El Monte also has an ethnically diverse and dynamic population with 72% Hispanic, 18% Asian, and 7% White. The land uses within the City limits are approximately 58% residential, 11% retail, 10% industrial, 7% office/retail, and 14% other amenities. The City has maintained a reputation for a "business friendly attitude" by attracting commercial and retail businesses as well as international corporations through its Foreign Trade Zone and has authorized numerous public improvements to provide an attractive and safe environment for its economic growth.

The City is a general law city organized under a City Council/City Manager form of government. The governing legislative body of the City is the seven-member El Monte City Council which is composed of one (1) elected Mayor who serves a two-year term of office, one (1) Mayor Pro Tempore, and five (5) regular councilmembers who serve staggered 4-year terms of office. The City also has an elected City Treasurer and an elected City Clerk, each of whom serve four-year terms of office.

The City provides its own Police services but contracts with the County of Los Angeles for fire services. The City operates its own water system, but the system only serves a portion of the City's residents with the remainder of residents receiving water from various other providers, including the San Gabriel Valley Water Company and various mutual water companies. The City provides Public Works maintenance services for City streets and other City utilities (e.g., water and sewer lines) and for other City facilities and infrastructure. The City arranges for the collection of solid waste and recyclables for various waste streams through a franchise agreement with a solid waste hauler. The City operates a Parks and Recreation Department which includes the operation and maintenance of multiple City parks as well as a community Aquatic Center and the undertaking of various recreational and other programs for youth, seniors and residents in general. The City also operates its own Dial-A-Ride and fixed route transit systems, including a commuter bus station and transportation maintenance facility with CNG refueling facilities. The City also performs the following functions in-house: General Administration, Human Resources, Community & Economic Development, Code



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Enforcement, Public Works Engineering, Information Technology, and centralized Accounting and Finance. The City contracts for legal services and building inspection services. The City has approximately 302 full-time employees.

2.2 ABOUT THE DEPARTMENT

The mission of the City of El Monte **COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT** is to implement and support a variety of comprehensive and strategic programs to promote the economic well-being of the City. Our operations comprise two core functions--Economic Development and Community Development. The Department comprises of Planning, Building & Safety, Economic Development, Neighborhood Services (Code Enforcement and Animal Control), and Housing. Programs aim to leverage public and private resources in a way that has a positive impact on the business activity, employment, income distribution, and fiscal sustainability of the City.

Examples in which economic development helps our community include:

- Creating well-planned, sustainable communities;
- Ensuring quality environmental design;
- Business recruitment, development and retention;
- Diversification of retail and restaurant offerings;
- Enhancing local quality of life;
- Visitor attraction;
- Fostering private investment;
- Growing and sustaining property values;
- Job creation and workforce development;
- Productive use of property;
- Recognition of local products; and
- Increasing the City's tax base.

3. AREAS OF INTEREST/SCOPE OF WORK

The City of El Monte ("City"), on behalf of the **Community & Economic Development Department**, is hereby soliciting competitive proposals for local Shelter Service Providers for the purpose(s) of providing temporary emergency lodging and overnight shelter services for persons experiencing homelessness and at-risk of homelessness on an as-needed basis for the City's individual and family community. A detailed outline of the Services to be provided have been defined below:

3.1 MINIMUM REQUIREMENTS

- Fully compliant with ADA regulations, including being handicap accessible.



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- Fully compliant with all applicable Health and Safety Code regulation
- Provide lodging to individuals and families regardless of age, race, religion, culture, gender, or disability status.
- Have motel/hotel staff that are available onsite 24-hours a day.
- Respondent proactively minimized activity and maintains a safe environment.

3.1.1 TEMPORARY LODGING SERVICES

- Must be willing to utilize a reservation/tracking system for receiving referrals and tracking utilization for billing.
- Have the capacity to provide a minimum of three (3) rooms simultaneously for one (1) week minimum.
- Include availability of extensions to reservations.
- Include availability of early check-in (noon) and late check-out (2 pm).
- Not require any deposit or collateral, or additional payment from guest referred through the resulting Agreement.
- Be willing to immediately report safety/security/behavior issues with clients to program and City staff.

4. TIMELINE / SCHEDULE*

SCHEDULE OF REQUIREMENTS		TARGET DATE(S)
❖	Solicitation Issuance Date	August 22, 2023
❖	Submission of Clarification Questions Deadline	August 28, 2023, 12:00PM
❖	Posting of City's Responses to Clarification Questions	August 31, 2023, 5:00PM
❖	Proposal Submission Deadline	September 12, 2023, 12:00 PM
❖	Review & Evaluation of Submitted Proposals	August – September
❖	Selection of Shelter Service Provider(s) for Recommendation & Submission of Selected Shelter Service Provider(s) Contract to the City Council for Consideration, Approval and Possible Award	September – October

**Timeline/Schedule is subject to change. It is the Respondent's responsibility to ensure that the most complete and current version of the solicitation, including addenda, have been reviewed using the City's electronic bid management system, PlanetBids.*



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5. CLARIFICATION QUESTIONS

No contact shall be made with the Mayor or any Councilmember, Director, Manager, Employee, or Agent of the City regarding this solicitation by Respondents other than the below authorized personnel. Any contact made by the Respondents to unauthorized personnel regarding this solicitation may be grounds for elimination from the selection process.

All inquiries concerning this solicitation shall be posted on PlanetBids or emailed to the following recipient(s):

EMAIL	NAME	POSITION/TITLE	EMAIL
SUBJECT	RFQ: Temporary Emergency Lodging Services		
TO	Vanessa Sedano	Housing Manager	VSedano@ElMonteCA.Gov
CC	Joanna Ruiz	Contract and Procurement Compliance Manager	JRuiz@ElMonteCA.Gov

No questions will be accepted after the deadline indicated in the Timeline/Schedule.

6. PROPOSAL CONTENT & FORMAT REQUIREMENTS FOR SUBMISSION

Respondent(s) understand(s) and acknowledge(s) that proposals submitted in response to this solicitation will be valid for a period of **ninety (90) days** from the "Proposal Submission Deadline" indicated in the solicitation Timeline/Schedule. Respondent(s) must clearly identify in their proposals if the proposal will be valid for a term less than, or greater than, the **ninety (90) day term**. Submission of a Proposal constitutes acknowledgement that the Respondent(s) has(have) read and agree(s) to be bound by the terms and specifications of this solicitation and any addenda subsequently issued by the City.

6.1 TRANSMITTAL LETTER

The Transmittal Letter must include a brief statement of the Respondent's understanding of the work to be done and commitment to perform the work as scheduled, including:

- statement of work specifications; and
- commitment to perform the work within the requested time period (if applicable); and
- reference to any proposed contractual terms and conditions required by the Respondent(s); and



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- the legal name of the Respondent's, physical street address, the name(s) and title(s) of the individual(s) authorized to represent the Respondent(s), including telephone number(s) and email address(es).

An officer authorized to bind the Respondent(s) must sign the proposal on behalf of the Respondent(s) and attach the declaration page included in **Appendix A: Non-Collusion Declaration** and **Appendix B: Suspension-Debarment Certification** to the Transmittal Letter. This disclosure must also be obtained by any additional Contractor(s)/Consultant(s)/Vendor(s) and Subcontractor(s)/Subconsultant(s) who will be participating in the work solicited.

6.2 PROPOSAL

6.2.1 TECHNICAL PROPOSAL CONTENT

The purpose of the Proposal is to demonstrate the qualifications, competence, and capacity of the Respondent(s) seeking to provide the solicited services on behalf of the City in accordance with the requirements set forth in this solicitation. As such, the substance of proposals will be weighted higher than the form or manner of presentation. The Proposal should be a clear and concise, yet comprehensive demonstration of the qualifications of the firm, the staff to be assigned to the required work, and examples of the Respondent's relevant experience as it pertains to the required work. Additionally, the Proposal should address all instances outlined in the Areas of Interest/Scope of Work. The proposal should be prepared simply and economically, providing a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of this solicitation.

*Additionally, Respondents must also include a response to the documents included in **Appendix C: Information Required of Respondents**, **Appendix D: Proposal Submittal Form**, and **Appendix E: Methodology**.*

Proposal submissions must include the following information:

6.2.1.1 Table of Contents

A Table of Contents identifying the materials submitted by section and page number. Cross-referencing to section(s) and page number(s) within the solicitation is preferred, though not required.

6.2.1.2 Areas of Interest/Scope of Work

The Areas of Interest/Scope of Work must include a description of how the Respondent(s) intends to address the requirements of the solicitation, how the Respondent(s) meets (or does not meet) each of the objectives of this solicitation, and a detailed description addressing all the Areas of Interest/Scope of Work.

The Respondent(s) may also include additional services, products, tasks, task elements and/or functions that may not be part of, or included in, this solicitation, but are deemed by the Respondent(s) to be pertinent and potentially valuable to the City. These additional items shall be included as a supplemental attachment identified as "Additional Products/Services Offered".



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The City will have full discretionary authority to consider, accept and/or reject without cause such supplemental information that is not directly requested, included in or made part of the solicitation.

6.2.1.3 Background/Experience:

The Respondent(s) shall clearly identify all pertinent and relevant experience to the solicited work including, but not limited to, the following:

- i) Respondent(s) shall describe Respondent's experience as it may be applicable to this solicitation, your organizational structure, management qualifications, and other contract-related qualifications, including number of years the Respondent(s) has (have) been in business.
- ii) Respondent(s) shall identify the principal supervisory, management, and key employees, including engagement partners, managers, supervisors, and specialists who would be assigned to the work depicted in this solicitation. Specify and describe their individual and collective qualifications, education, training, certification (if applicable), and experience and duties related to this solicitation, including the office location(s) where work will be performed, in addition to the physical street address identified in the Transmittal Letter above. The designated Manager shall be the primary contact with the City during the contract period.
- iii) Respondent(s) shall provide a commitment statement for the retention and use of key employees as proposed, their availability to initiate and sustain the proposal, as well as planned supplemental employees if key personnel are not available to ensure delivery of solicited work. The provisions of any contract resulting from this solicitation shall not prohibit the City from requiring express written permission to alter the list of employees assigned and/or the right to approve or reject replacement employees assigned to the solicited work.
- iv) Respondent(s) shall indicate any and all pending litigation that could affect the viability of Respondent's proposal, continuance of existing contracts, operation or financial stability.

6.2.1.4 References:

- i) Describe whether the Respondent(s) has (have), within the last three (3) years, rendered any work to the City, either as a primary Contractor/Consultant/Vendor or subcontractor/subconsultant, either under the current business name or any other name or organization. If so, please provide details (status as prime or subcontractor/subconsultant, brief description of the contract, contract start and end date, the contract administrator name, and total actual contract expenditures).
- ii) If the Respondent(s) has (have) not rendered any work within the last three (3) years to the City, then the Respondent(s) shall provide a list of not less than three (3) client references for whose services similar to those outlined in the RFP are currently being provided. For each reference listed Respondent(s) shall provide the name of the organization, dates for which the service(s) are being provided, type of service(s) being provided and the name(s), address(es), email address(es), and telephone number(s) of the



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responsible person(s) within the reference's organization. The City reserves the right to contact any, or all, of the listed references regarding the work being performed by the Respondent(s).

Additionally, Respondents must also include a response to the document included in **Appendix G: References**.

6.2.2 FEES/COST PROPOSAL CONTENT

The Fees/Cost Proposal should be made based on good faith estimates and should contain all pricing information related to performing all work contemplated under this solicitation. The Fees/Cost Proposal should include an all-inclusive maximum bid price which accounts for all anticipated costs, both direct and indirect, in addition to a breakdown of specific examples or estimates of the fees, labor rates, and service charges related to the work for each night of stay. The Respondent(s) shall describe how the fees, rates or charges will be determined, including the estimated numbers of hours each employee is anticipated to work in the performance of the solicited work.

The City shall not be liable for any costs incurred by any Respondent(s), Contractor(s)/Consultant(s)/Vendor(s), and/or subcontractor(s)/subconsultant(s) in preparing any information for submission in connection with this solicitation process or any and all costs resulting from responding to this solicitation. Any and all such costs whatsoever shall remain the sole responsibility of the Respondent, Contractor(s)/Consultant(s)/Vendor(s), and/or subcontractor(s)/subconsultant(s) and should not be included in the proposal.

The City may require certain performance assurances from Respondent/Shelter Service Provider(s) prior to entering negotiations for work that may result from this solicitation. Such assurances may potentially include a requirement that Respondent/Shelter Service Provider(s) provide some form of performance security.

*Additionally, Respondent(s) must also include a response to the cost proposal document included in **Appendix F: Room Rate Worksheet**.*

6.2.3 CONTRACT PROVISION CONTENT

If the City chooses to select Respondent/Shelter Service Provider(s) and recommend for award(s) under this solicitation, the Respondent/Shelter Service Provider(s) will be subject to the terms and conditions of the City contract as attached hereto as **Appendix H: Contract Services Agreement**. Respondent(s) is (are) required to include a redline markup and supporting commentary with the submitted proposal identifying any exceptions to the terms and conditions identified therein. Additionally, the Respondent(s) shall provide any supplemental contractual forms as may be required by the Respondent(s) to perform work for, or on behalf of, the City.



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7. PROPOSAL SUBMISSION DELIVERY REQUIREMENTS

No contact shall be made with the Mayor or any Councilmember, Director, Manager, Employee, or Agent of the City regarding this solicitation by the Respondent(s) other than the below authorized personnel. Any contact made by the Respondent(s) to unauthorized personnel regarding this solicitation may be grounds for elimination from the selection process.

Respondent(s) is (are) responsible for checking the CITY'S website for the issuance of any solicitation documents, including any addenda issued in conjunction with or subsequent to issuance of the solicitation prior to submitting a proposal. The Respondent(s) is (are) responsible for ensuring all addenda/changes to the solicitation and its respective documents have been reviewed and that the proposal submitted reflects those addenda/changes. Any proposal submitted without the requirement(s) stipulated in addenda to the solicitation may be considered non-responsive.

All Proposals must be submitted by or before the time and date specified in the Timeline/Schedule. **PROPOSALS WILL NOT BE ACCEPTED THEREAFTER.** All proposals received after the specified time and date will be returned unopened to the submitter. **FAXED PROPOSALS WILL NOT BE CONSIDERED. POSTMARKS WILL NOT BE ACCEPTED.** No verbal extension of any deadline shall be binding or valid upon the City. Any and all deadline extensions authorized by the City shall be made in the form of a written addendum signed by the authorized personnel and shall be applicable as to all Respondents.

7.1 ELECTRONIC SUBMISSION REQUIREMENTS

The City is currently utilizing an electronic bid management system, PlanetBids. PlanetBids provides a platform to search for solicitation opportunities, receive automatic announcements, download documents, and bid electronically (where applicable). Both formal and informal solicitations may be processed through our online system. It is the Respondent(s) responsibility to ensure that the most complete and current version of the solicitation, including addenda, has been downloaded.

Registration as a bidder may be completed online using the following link:

<https://pbsystem.planetbids.com/portal/43375/portal-home>

Please note: *Once registered, all Contractors/Consultants/Vendors are solely responsible for maintaining up to date and accurate information on their profile. Contractors/Consultants/Vendors are solely responsible for contacting PlanetBids directly for technical assistance. In order to access the PlanetBidsOnline system, you must install Adobe Flash Player 10.1 or higher.*

One (1) electronic copy of Respondent's proposal and any supporting documentation must be submitted by no later than the time and date indicated in the Timeline/Schedule.



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All information received by the City in response to this solicitation will be subject to the California Public Records Act and may be subject to the California Brown Act. Additionally, all submissions may be subject to review in the event of an audit.

8. EVALUATION CRITERIA

Proposals submitted in response to this solicitation will be reviewed by an Evaluation Panel made up of representatives of the City of El Monte. The City and Evaluation Panel shall determine at their sole discretion the value of any and/or all proposals including price and non-price attributes.

The Evaluation Panel, on behalf of the City, will perform an initial screening evaluation to identify and eliminate any proposals that are, for example, not responsive to the solicitation, do not meet the minimum requirements set forth in the solicitation, are not economically competitive with other proposals, or are submitted by Respondents that lack appropriate creditworthiness, sufficient financial resources, or qualifications to provide dependable and reliable work as contemplated under this solicitation. The City and Evaluation Panel shall reserve the right to submit follow up questions or inquiries to request clarification of information submitted and to request additional information from any one or more of the Respondent(s).

The City and Evaluation Panel reserve the right, without qualification and in their sole discretion, to accept or reject any or all proposals for any reason without explanation to the Respondent(s), or to make any award to that Respondent(s), who, in the opinion of the City and Evaluation Panel, will provide the most value to the City. The City also reserves the right to make an award, at its sole discretion, irrespective of price or technical ability, if the City determines that such an action would be in the best interest of the City.

The City and Evaluation Panel, at their sole discretion, reserves the right to select a "Short List" of qualified firms who will be formally interviewed as part of the final selection, as deemed necessary by the City.

Evaluations will be based on the following criteria:

ITEM #	CRITERIA	MAXIMUM POINTS
1.	EXPERIENCE / KNOWLEDGE Describe specific experience in adhering to the CDBG, HOME, ESG and Calhome regulations and guidelines set forth by the U.S. Department of Housing and Urban Development and State of California. Preference will be given to proposers that have provided similar services to other clients and have worked directly with municipal agencies and/or housing divisions within a public agency.	50%



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ITEM #	CRITERIA	MAXIMUM POINTS
2.	COST/RATE Proposal shall include the costs of services, including number of rooms, available beds, daily rate charges and weekly charges. Any additional costs/charges must be clearly defined in the proposal.	20%
3.	REFERENCES Based upon quality of service and feedback from references. Preference will be given to proposers that have demonstrated a positive relationship with municipal agencies and/or housing divisions within a public agency.	15%
4.	METHODOLOGY & COMPLIANCE Based upon how well the Contractor's proposed processes meet the City's Scope of Services; ability of the proposer to comply with all instructions and agree to the requirements set forth under this RFP and/or the proposed Contract which includes specific activities which meet the CDBG, HOME, ESG and Calhome regulations and guidelines set forth by the U.S. Department of Housing and Urban Development and State of California.	15%
TOTAL POINTS		100

9. TERMS AND CONDITIONS

The City reserves the right to reject any Proposal for any reason without cause. The City reserves the right to enter into relationships with more than one Respondent, may choose not to proceed with any Respondent(s) with respect to one or more categories of work, decline to enter into any potential engagement agreement or contract with any Respondent(s), terminate negotiations with any Respondent(s), and may choose to suspend this solicitation, issue a new solicitation that would supersede and replace this solicitation, or to abandon the solicitation process in its entirety.

The City shall not be liable to any Respondent(s)/Shelter Service Provider(s), Contractor(s)/Consultant(s)/Vendor(s), and/or Subcontractor(s)/subconsultant(s) or party in law or equity for any reason whatsoever for any acts or omissions arising out of or in connection with this solicitation.

Information in this solicitation is accurate to the best of the City's knowledge but is not guaranteed to be correct. Respondent(s) are expected to complete all of their due diligence activities prior to entering into any final contract negotiations with the City.



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Submission of a Proposal constitutes acknowledgement that the Respondent(s) has (have) read and agree(s) to be bound by the terms and specifications of this solicitation and any addenda subsequently issued by the City.

9.1 INSURANCE, LICENSING, OR OTHER CERTIFICATION:

If selected, the Respondent(s) will be required to maintain sufficient insurance, licenses, or other required certifications for the type of work being performed. The City may require specific insurance coverage to be established and maintained during the course of work and as a condition of award or continuation of contract.

Examples of coverage include, but are not limited to, the following:

	INSURANCE TYPE	MINIMUM COVERAGE FOR EACH OCCURENCE	MINIMUM COVERAGE FOR AGGREGATE
❖	General Liability	\$1,000,000.00	\$2,000,000.00
❖	Automobile Liability Insurance	-	\$2,000,000.00
❖	Workers Compensation	\$1,000,000.00	\$1,000,000.00
❖	Errors & Omissions	\$2,000,000.00	
❖	Cybersecurity (Including Technology/Professional Liability, Intellectual Property Infringement, and Data Protection)	\$3,000,000.00	\$3,000,000.00

Additional insurance requirements may include, but are not limited to, the following:

- An endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- All required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. The City may, at its sole and absolute discretion, accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition of the Standard & Poor's rating guide.



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9.2 **PROPERTY:**

9.2.1 **CITY-FURNISHED PROPERTY**

The City's drawings, specifications, and other media furnished for the Respondent(s) use shall not be furnished to others without express written authorization from the City.

9.2.2 **CONTRACTOR/CONSULTANT/VENDOR-FURNISHED PROPERTY:**

Upon completion of all work under any contract developed as a result of this solicitation, ownership and title to reports, documents, drawings, specifications, estimates, and any other document produced as a result of the contract shall automatically be vested to the City and no further contract will be necessary for the transfer of ownership to the City. The City has the sole right to distribute, reproduce, publish, license, or grant permission to use all or a portion of the deliverable documentation, work product or presentations as it determines in its sole discretion.

APPENDIX B: SUSPENSION-DEBARMENT CERTIFICATION



SUSPENSION-DEBARMENT CERTIFICATION

Proposer shall provide the certification requested below. Failure to provide such certification may result in a determination that the Proposer is nonresponsive. Failure to provide such certification truthfully and accurately may result in a determination that the Proposer is not responsible, and City may reject the proposal.

I, _____, am the _____
(Print Name) (Title with Proposing Entity)
of _____ (Hereinafter, "Proposer").
(Print Name of Proposing Entity)

Proposer certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have Have not within a three-year period preceding the submission of this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph (b) above; and
- (d) Have Have not within a three-year period preceding submission of this Proposal had one or more public transactions (Federal, State or Local) terminated for cause or default. If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this _____ Day of _____ at _____
(Day) (Month and Year) (City and State)
by _____
(Signature of Person Responsible for Submitting Proposal on behalf of Proposer)

APPENDIX C: INFORMATION REQUIRED OF RESPONDENTS

Please complete the below requested information.

FIRM INFORMATION

FULL LEGAL NAME OF FIRM			
DBA NAME			
PHYSICAL ADDRESS			
MAILING ADDRESS <i>(If different than Physical Address)</i>			
PHONE NUMBER		FAX NUMBER	
EMAIL ADDRESS			

PRIMARY CONTACT

List the below requested information for the primary Contractor employee who shall officially represent the Contractor and be responsible for communication between the City and Contractor for the day-to-day performance of the contract.

NAME		POSITION/TITLE	
EMAIL ADDRESS			
PHONE NUMBER & EXTENSION		FAX NUMBER	

APPENDIX C: INFORMATION REQUIRED OF RESPONDENTS

SECONDARY CONTACT

List the below requested information for the secondary Contractor employee who shall officially represent the Contractor and be responsible for communication between the City and Contractor for the day-to-day performance of the contract in the event that the primary Contractor employee is unable to fulfill their assigned duties.

NAME		POSITION/TITLE	
EMAIL ADDRESS			
PHONE NUMBER & EXTENSION		FAX NUMBER	

EXPERIENCE

TYPE OF FIRM (INDIVIDUAL, PARTNERSHIP, OR CORPORATION)		
NUMBER (#) OF YEARS YOUR FIRM HAS PROVIDED SERVICES		
HOW LONG HAS YOUR FIRM OPERATED UNDER ITS PRESENT BUSINESS NAME?		
LIST ANY OTHER NAMES YOUR FIRM HAS OPERATED UNDER		
LIST THE NAMES AND ADDRESSES OF ALL PRINCIPALS OR OFFICERS AUTHORIZED TO BIND YOUR FIRM.		
LIST ANY CONTRACT(S) YOUR FIRM HAS FAILED TO COMPLETE WITHIN THE LAST FIVE (5) YEARS DUE TO A TERMINATION OF CONTRACT. FOR EACH SUCH CONTRACT, LIST THE TYPE OF PROJECT, NAME OF CLIENT, CONTACT PERSON, AND CURRENT TELEPHONE NUMBER AND PROVIDE A BRIEF DESCRIPTION OF THE GROUNDS FOR THE TERMINATION.		

ADMINISTRATIVE CONSULTING SERVICES

Each proposal shall be supported by a statement of the proposer's experience on this form. Failure of the Proposer to provide requested information in a complete and accurate manner shall be considered non-responsive resulting in rejection of the proposal.

The Proposer is required to supply the following information. Use additional sheets as necessary.

EXPERIENCE AND QUALIFICATIONS

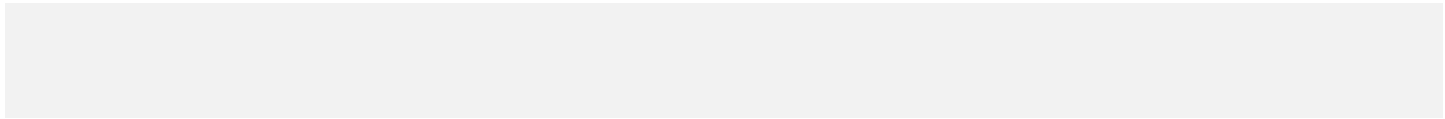
Please provide a brief description of your experience and qualifications based on your understanding of the Scope of Services, Attachment I. Describe specific experience adhering to the CDBG, HOME, ESG and Calhome regulations and guidelines set forth by the U.S. Department of Housing and Urban Development or State of California and your experience providing similar services to municipal agencies and/or housing divisions within a public agency. (You may attach a separate document if desired.)

METHODOLOGY

Please provide a detailed description of your proposed services based upon your understanding of the Scope of Services. You may also provide a separate document.

All of the statements regarding Contractor's experience, including the "Information Required of Proposers," are submitted in conjunction with the Proposal, as a part thereof, and the truthfulness and accuracy of the information is guaranteed by the Proposer. This proposal shall be valid for ninety (90) days.

APPENDIX F: ROOM RATE WORKSHEET



APPENDIX E-2

APPENDIX F: ROOM RATE WORKSHEET

Title

Date

ROOM RATE WORKSHEET

Each Respondent must complete and submit the following fee schedule. Non-disclosure of all costs during the RFQ process could result in disqualification. Room rate shall factor in all amenities and applicable taxes.

DESCRIPTION <i>(Example: 1 King Bed)</i>	TOTAL NUMBER (#) OF ROOMS ON PROPERTY	MAXIMUM OCCUPANCY	PRICE: DAILY <i>(Inclusive Of All Amenities/ Taxes)</i>	PRICE: FULL WEEK <i>(Inclusive Of All Amenities/ Taxes)</i>

APPENDIX E-3

APPENDIX F: ROOM RATE WORKSHEET

DESCRIPTION <i>(Example: 1 King Bed)</i>	TOTAL NUMBER (#) OF ROOMS ON PROPERTY	MAXIMUM OCCUPANCY	PRICE: DAILY <i>(Inclusive Of All Amenities/ Taxes)</i>	PRICE: FULL WEEK <i>(Inclusive Of All Amenities/ Taxes)</i>

PROPOSER'S NAME: _____

PLEASE LIST AND EXPLAIN ALL CHARGES NOT INCLUDED IN THE ROOM RATE.
FOR EXAMPLE, "CHARGE FOR SIGNIFICANT DAMAGE TO A ROOM."

Description of Charge	Fixed/ Variable Charge Amount

APPENDIX F: ROOM RATE WORKSHEET

PLEASE LIST AND EXPLAIN ALL CHARGES NOT INCLUDED IN THE ROOM RATE.

FOR EXAMPLE, "CHARGE FOR SIGNIFICANT DAMAGE TO A ROOM."

Description of Charge	Fixed/ Variable Charge Amount

Please specify availability, and cost (if any) of the room features and amenities listed below. Indicate "Additional Daily Price" only if there is a charge above and beyond the normal room charge, and do not include any applicable taxes. Explain any restrictions or features under "Notes."

PROPOSER'S NAME: _____

ADDITIONAL FEATURES/OPTIONS			
Description	Available Y/N?	Additional Daily Price	Notes

APPENDIX F: ROOM RATE WORKSHEET

ADDITIONAL FEATURES/OPTIONS			
Description	Available Y/N?	Additional Daily Price	Notes

PROPOSER'S NAME: _____

REFERENCES

Provide references for similar on-site vehicle washing services contracts performed within the last three (3) years including a detailed description of the services, the agency, or firm names, contact names and phone numbers, and annual contract price.

PRIMARY REFERENCE

SERVICE DESCRIPTION (IN DETAIL)			
AGENCY/ COMPANY FOR WHICH WORK WAS PERFORMED			
MAILING ADDRESS			
ANNUAL CONTRACT PRICE (IN DOLLARS)			
PHONE NUMBER		FAX NUMBER	
EMAIL ADDRESS			

PROPOSER'S NAME: _____

APPENDIX G: REFERENCES

SECONDARY REFERENCE

SERVICE DESCRIPTION (IN DETAIL)			
AGENCY/ COMPANY FOR WHICH WORK WAS PERFORMED			
MAILING ADDRESS			
ANNUAL CONTRACT PRICE (IN DOLLARS)			
PHONE NUMBER		FAX NUMBER	
EMAIL ADDRESS			

PROPOSER'S NAME: _____

APPENDIX G: REFERENCES

TERTIARY REFERENCE

SERVICE DESCRIPTION (IN DETAIL)			
AGENCY/ COMPANY FOR WHICH WORK WAS PERFORMED			
MAILING ADDRESS			
ANNUAL CONTRACT PRICE (IN DOLLARS)			
PHONE NUMBER		FAX NUMBER	
EMAIL ADDRESS			

PROPOSER'S NAME: _____

APPENDIX H: CITY CONTRACT TEMPLATE

[INSERT/ ATTACH CITY CONTRACT TEMPLATE]



2023
CONTRACT SERVICES AGREEMENT
(Contractor: INSERT NAME)
TEMPORARY EMERGENCY LODGING SERVICES

THIS CONTRACT SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this _____ day of 2023 _____ by and between the CITY OF EL MONTE, a municipal corporation (hereinafter, "CITY") and INSERT CONTRACTOR NAME (hereinafter, "CONTRACTOR"). For the purposes of this Agreement, CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California, with power to contract for services necessary to achieve its purpose; and

WHEREAS, CITY requires the respondent to providing temporary emergency lodging and overnight shelter services to persons experiencing homelessness and at risk of homelessness on an as-needed basis for the City's individual and family community; and

WHEREAS, CITY staff has determined that CONTRACTOR possess the skills, experience and expertise required to competently provide the services and tasks contemplated under this Agreement; and

WHEREAS, this Agreement was approved by the El Monte City Council at its Regular Meeting of _____, 20_____ under Agenda Item No. _____.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

Section 1. Scope of Work.

- A. *Subject to the terms and conditions of this Agreement, CONTRACTOR agrees to perform those various services described on page(s) 13-14 of that certain Temporary Emergency Lodging Services dated _____ (the "Baseline Service Requirements") and on page(s) _____ of the written proposal of CONTRACTOR entitled Temporary Emergency Lodging Services and dated _____ (the "Contract Services Proposal"). The Baseline Service Requirements and the Contract Services Proposal are attached and incorporated hereto as **Exhibits "A" and "B"** respectively. The term "Scope of Services" shall be a collective reference to the*

Baseline Service Requirements and the Contract Services Proposal. The capitalized term "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions Baseline Service Requirements and the provisions of the Contract Service Proposal, the requirements of the Baseline Service Requirements shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control but only to the extent of the conflict or inconsistency and no further.

- B. CONTRACTOR shall provide all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the Services. CONTRACTOR shall perform the Services in accordance with the terms and conditions of this Agreement and in accordance with such other written or verbal directives as may be issued by CITY.
- C. CONTRACTOR warrants that CONTRACTOR: (i) has thoroughly investigated and considered the nature of the Service to be performed under this Agreement; and (ii) has carefully considered how the Services should be performed. CONTRACTOR will inspect any location where the Services are to be performed and acquaint itself with the conditions of the location before commencing any of the Services requested by CITY. Should the CONTRACTOR discover any latent or unknown condition(s) which will materially affect the performance of the Services, CONTRACTOR shall immediately inform the CITY of such discovery and shall not proceed, except at CONTRACTOR's risk until written instructions are received from the City Representative.
- D. In the event CONTRACTOR ceases to perform the Services agreed to under this Agreement or otherwise abandons any undertaking contemplated herein prior to completion and/or acceptance of the Services performed by CITY, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR's cessation or abandonment.

Section 2. Term.

- A. This Agreement shall have a term of **nine** months (hereinafter, the "Term") commencing as of the date the Agreement is executed by all the Parties. The Agreement may be extended by the CITY subject to its same terms and conditions for a maximum of **one** extension terms, provided the CITY issues written notice of its intent to extend the Term of the Agreement prior to the expiration of the initial Term and the extension is formalized in the form a written amendment to this Agreement.

- B. Nothing in this Section shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.
- C. CONTRACTOR shall diligently and continuously pursue all Service-related projects and tasks assigned by CITY to completion. CONTRACTOR shall cooperate with CITY and in no manner interfere with business activities of CITY, its employees or other consultants, contractors or agents.
- D. CONTRACTOR shall not claim or be entitled to receive any additional compensation or damages because of the failure of CONTRACTOR, or its subcontractors, to perform, properly perform or timely complete related services or tasks necessary for CONTRACTOR to perform, properly perform or timely complete any of the Services contemplated under this Agreement.
- E. CONTRACTOR shall, at all times, enforce strict discipline and good order among CONTRACTOR's employees and agents.
- F. CONTRACTOR, at its sole expense, shall pay all sales taxes, transactions and use taxes and other similar consumer taxes as required by law.
- G. CONTRACTOR shall complete all Services requested CITY within the deadlines specified in each Work Order as referenced under Section 3, below.

Section 3. Performance of Services.

- A. CONTRACTOR shall perform the Services contemplated under this Agreement on an as-needed, as requested basis. Nothing in this Agreement shall be construed to grant CONTRACTOR the exclusive right to perform any of the Services nor shall anything in this Agreement be construed to entitle CONTRACTOR to the receipt of any sums under this Agreement, except to the extent CITY requests the performance of Services by CONTRACTOR and such Services are in fact performed and completed by CONTRACTOR and accepted by CITY. CITY requests for the performance of any Services shall be made in the form of a written work order(s) issued by the City Representative (each such written request hereinafter referred to as a "Work Order"). Each Work Order shall include the following information:
 - 1. A detailed description of the specific Services requested;
 - 2. The location of where the Services are to be performed, if applicable or otherwise relevant to the engagement;
 - 3. A not-to-exceed budget for performing the Services;
 - 4. A timeline for completing the requested Services;
 - 5. Any other information CITY deems necessary or relevant to CONTRACTOR's performance of the requested Service; and
 - 6. The signature of the City Representative, confirming that performance of the Services has been authorized by the City Representative.
- B. CONTRACTOR shall not perform any Services without a written request from the City Representative, containing the information set forth in Section 3(A), above.

- C. Time is of the essence in the performance of Services specified in each Work Order, and in the absence of a specific schedule or other instructions from the City Representative, CONTRACTOR shall commence its performance of the Services in a timely manner and will complete the Services in each Work Order in a timely manner.

Section 4. Compensation.

- A. CONTRACTOR shall perform all Services in accordance with the fees and cost proposal outlined in Appendix F Room Rate Worksheet (the "Approved Rate Schedule"). The foregoing notwithstanding, CONTRACTOR's compensation is based on lodging services. The City makes no specific guarantee of minimum or maximum amount of services which shall be requested of any Respondent(s) named to the resulting Qualifying List hereinafter. CONTRACTOR further agrees that the Not-to-Exceed Sum outlines in the Room Rate Worksheet that is inclusive of compensation for all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete at Services requested by CITY.
- B. Following the conclusion of each calendar month, CONTRACTOR will submit to CITY an itemized invoice segregated by Work Order indicating the Services performed and completed during the recently concluded calendar month, including and the reimbursable out-of-pocket expenses incurred. If the amount of CONTRACTOR's monthly compensation is a function of hours worked by CONTRACTOR's personnel, the invoice should identify the Work Order under which the Services were provided; the number of hours worked in the recently concluded calendar month under each Work Order; the personnel responsible for performing the Services requested under the Work Order; the rate of compensation at which such Services were performed, the subtotal for each Service performed and a grand total for all Services performed. Within thirty (30) calendar days of receipt of each invoice, CITY will notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, CITY will pay all undisputed amounts included on the invoice. CITY will not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

Section 5. Standard of Care.

- A. CONTRACTOR agrees as follows:
1. In the performance of all Services under this Agreement, CONTRACTOR shall use the standard of care applicable to its field or profession to comply with all applicable federal, state and local laws, codes, ordinances and regulations;
 2. CONTRACTOR represents all personnel assigned to perform Services for CITY under this Agreement shall possess the skill, training and experience necessary to competently perform the Services and shall at all times possess and maintain all licenses, certifications and/or qualifications necessary to perform the Services;

3. CONTRACTOR shall perform and complete all Services in a manner that is reasonably satisfactory to CITY;
 4. CONTRACTOR shall comply with all applicable federal, State and local laws and regulations, including all applicable Cal/OSHA regulations in the performance of this Agreement;
 5. CONTRACTOR understands the nature and scope of the Services to be performed under this Agreement as well as any and all applicable schedules of performance; and
 6. In the performance of this Agreement, CONTRACTOR shall supply and deploy personnel, equipment, tools and materials necessary, in the reasonable opinion of CITY, to perform all Services in compliance with the standard of care set forth in this Section and to time complete all Services specified in each Work Order.
 7. CONTRACTOR shall perform, at CONTRACTOR's sole cost and expense, any tasks necessary to correct any errors or omissions caused by CONTRACTOR's failure to comply with the standard of care set forth in this Section or by any like failure on the part of CONTRACTOR's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the City Representative in writing in the City Representative's sole and absolute discretion.
- B. CONTRACTOR acknowledges and agrees that CITY's acceptance of any Services performed by CONTRACTOR or on CONTRACTOR's behalf shall not constitute a release of any deficiency or delay in performance. CONTRACTOR further acknowledges, understands and agrees that CITY has relied upon the representations of CONTRACTOR under paragraph A of this Section, above, and that such representations were a material inducement to CITY entering into this Agreement with CONTRACTOR.

Section 6. Representatives.

- A. City Representative. For the purposes of this Agreement, the contract administrator and CITY's representative shall be **[INSERT CITY REPRESENTATIVE]** (hereinafter, the "City Representative"). It shall be CONTRACTOR's responsibility to keep the City Representative informed of the progress of all Services provided under each Work Order. CONTRACTOR shall refer any decisions which must be made by CITY to the City Representative. Unless otherwise specified herein, any approval of CITY required hereunder shall mean the approval of the City Representative. Except as otherwise provided under this Agreement, written notice to City Representatives shall constitute notice to the CITY.

- B. Contractor Representative. For the purposes of this Agreement, **[INSERT CONTRACTOR REPRESENTATIVE]**, is hereby designated as the primary representative of CONTRACTOR authorized to act on its behalf with respect to CONTRACTOR's performance under this Agreement and to make all decisions in connection therewith (hereinafter, the "Contractor Representative"). Notice to the Contractor Representative whether written or verbal shall constitute notice to CONTRACTOR. The Contractor's Representative shall supervise and direct the performance of all Services, using his/her best skill and attention. The Contractor Representative shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

Section 7. Contractor's Personnel

- A. CONTRACTOR represents that it has, or will secure at its own expense, all personnel required to perform the Services and all other related tasks contemplated under this Agreement.
- B. CONTRACTOR shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services.
- C. CONTRACTOR shall be solely responsive for the payment of any fees, assessments and taxes, plus applicable penalties, and interest, which may be imposed by law and arise from or are necessary for the CONTRACTOR's performance of the Services.
- D. CONTRACTOR shall be solely responsible for the satisfactory performance of all personnel working on CONTRACTOR's behalf in the performance of this Agreement.
- E. If at any time during the term of this Agreement, CITY requests the removal of any of CONTRACTOR's employees or subcontractors assigned by CONTRACTOR to perform on CONTRACTOR's behalf under this Agreement, CONTRACTOR shall remove such employees or subcontractors immediately upon receiving notice from CITY.
- F. CONTRACTOR shall be solely responsible for the payment of all wages and benefits owed to CONTRACTOR's employees and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. CONTRACTOR shall also be solely responsive for the payment of all subcontractors acting on its behalf in the performance of this Agreement.

Section 9. [RESERVED – NO TEXT].

Section 10. Conflicts of Interest.

- A. CONTRACTOR may serve other clients, but none whose activities within the corporate limits of CITY or whose business, regardless of location, would place

CONTRACTOR in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

- B. CONTRACTOR shall not employ any official or employee of the CITY during the Term of this Agreement or any extension term. No officer or employee of CITY shall have any financial interest in this Agreement that would violate Government Code Sections 1090 *et seq.* CONTRACTOR warrants and represents that no owner, principal, partner, officer or employee of CONTRACTOR is or has been an official, officer, employee, agent or appointee of the CITY within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent or appointee of CONTRACTOR was an official, officer, employee, agent or appointee of the CITY within the twelve-month period immediately preceding the Effective Date, CONTRACTOR warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and CONTRACTOR will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONTRACTOR will be required to reimburse the CITY for any sums paid to CONTRACTOR. CONTRACTOR understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090.
- C. CONTRACTOR warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not paid, nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the absolute and unfettered right to rescind this Agreement without liability or penalty.

Section 11. Independent Contractor. CONTRACTOR shall at all times during the term of this Agreement be an independent contractor and shall not be an employee of CITY or a engaged in any joint venture relationship with the CITY. CONTRACTOR shall determine the method, details and means of performing all of the Services to be performed by CONTRACTOR under this Agreement. CONTRACTOR shall be responsible to CITY only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY's control with respect to the physical action or activities of the CONTRACTOR in fulfillment of this Agreement. CONTRACTOR is permitted to provide services to others during the same period as it provides services to CITY under this Agreement. Notwithstanding any other CITY, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONTRACTOR and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by CITY, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of CITY and entitlement to any contribution to be paid by CITY for employer contributions and/or employee contributions

for PERS benefits.

Section 13. Non-Discrimination.

- A. CONTRACTOR shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any Services provided by CONTRACTOR under this Agreement. CONTRACTOR shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any Services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of CONTRACTOR thereby.
- B. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. CONTRACTOR shall include the nondiscrimination and compliance provisions of this Section in all subcontracts to provide Services under this Agreement.

Section. 14. Indemnification.

- A. To the fullest extent permitted by law, CONTRACTOR hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless CITY and CITY's elected and appointed officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of CONTRACTOR or any of CONTRACTOR's officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to this Agreement and the performance or failure to perform any term, provision, covenant, or condition of the Agreement, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by CONTRACTOR and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Agreement and is in addition to any

other rights or remedies which Indemnitees may have under the law or elsewhere under this Agreement. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against any one or more of the Indemnitees shall be conclusive in favor of the Indemnitees' right to recover under this indemnity provision. CONTRACTOR shall pay Indemnitees for any attorney's fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverage(s) which may have been required under the Agreement or any additional insured endorsements which may extend to Indemnitees. Accountants, attorneys, or other professionals employed by Indemnitor to defend Indemnitees shall be selected by Indemnitees. CONTRACTOR, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees.

- B. CONTRACTOR's obligations under this or any other provision of this Agreement will not be limited by the provisions of any workers compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to the Indemnities.
- C. CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those in this Section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations for the benefit of CITY, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless and defend CITY, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged, intentional, reckless, negligent or otherwise wrongful acts, errors or omissions of CONTRACTOR or any of its officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- D. CITY does not, and shall not; waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. CONTRACTOR agrees that CONTRACTOR's covenant under this Section shall survive the termination of this Agreement.
- E. CONTRACTOR shall fully comply with the workers' compensation laws regarding CONTRACTOR and CONTRACTOR's employees. CONTRACTOR further agrees to indemnify and hold CITY harmless from any failure of CONTRACTOR

to comply with applicable workers' compensation laws. CITY shall have the right to offset against the amount of any fees due to CONTRACTOR under this Agreement any amount due to CITY from CONTRACTOR as a result of CONTRACTOR's failure to promptly pay to CITY any reimbursement or indemnification arising under this Section.

Section 15. Insurance.

- A. CONTRACTOR shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:
 - 1. Commercial General Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage.
 - 2. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
 - 3. Worker's Compensation insurance as required by the State of California.
- B. CONTRACTOR shall require each of its sub-consultants or sub-contractors to maintain insurance coverage that meets all of the requirements of this Agreement.
- C. The policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide.
- D. CONTRACTOR agrees that if it does not keep the insurance required in this Agreement in full force and effect, CITY may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, CITY may take out the necessary insurance and pay, at CONTRACTOR'S expense, the premium thereon.
- E. Prior to commencement of Work under this Agreement, CONTRACTOR shall file with CITY's Risk Manager a certificate or certificates of insurance showing that the insurance policies are in effect and satisfy the required amounts and specifications required pursuant to this Agreement.
- F. CONTRACTOR shall provide proof that policies of insurance expiring during the Term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.
- G. The general liability and automobile policies of insurance shall contain an endorsement naming CITY, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns as additional insureds. All of the policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to CITY.

CONTRACTOR agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word “endeavor” with regard to any notice provisions.

- H. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the CITY, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- I. All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR, and CONTRACTOR’s employees, agents, subcontractors, or volunteers from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY, its officials, officers, employees, agents and volunteers.
- J. Any deductibles or self-insured retentions must be approved by CITY. At the option of CITY, CONTRACTOR shall either reduce or eliminate the deductibles or self-insured retentions with respect to CITY, or CONTRACTOR shall procure a bond guaranteeing payment of losses and expenses.
- K. If CONTRACTOR is a Limited Liability Company, general liability coverage must be amended so that the Limited Liability Company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insureds.
- L. Procurement of insurance by CONTRACTOR shall not be construed as a limitation of CONTRACTOR’s liability or as full performance of CONTRACTOR’s duties to indemnify, hold harmless and defend under Section 15 of this Agreement.
- M. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, 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 CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR payments. In the alternative, CITY may cancel this Agreement effective upon notice.
- N. CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Section 16. Records and Inspection. CONTRACTOR shall keep, and require subcontractors to keep, such books and records as shall be necessary to document the performance of the Work and enable the CITY to evaluate the performance of the Work. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of CITY, including the right to inspect, copy, audit, and make records and transcripts from such records. Such records shall be maintained for a period of four (4) years following completion of the services hereunder, and the CITY shall

have access to such records in the event any audit is required.

Section 17. Termination.

- A. Termination for Convenience. CITY may immediately terminate this Agreement for convenience, without cause and without penalty or liability at any time upon the issuance of written notice to CONTRACTOR specifying the effective date of such termination. Such termination for convenience shall be made in writing signed by either the City Representative, the City Manager, or the Assistant City Manager. CONTRACTOR may only terminate this Agreement for cause.
- B. Termination for Cause. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth in this Section or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement. An Event of Default shall include, but shall not be limited to the following: (i) CONTRACTOR's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (ii) CONTRACTOR's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iii) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (iv) CONTRACTOR's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (v) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false or erroneous in any material respect, including any statement, representation or warranty set forth in the Equipment Specifications.
1. CONTRACTOR shall cure the following Event of Default within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY

shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or

- ii. Within thirty (30) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 30-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this subsection that exceeds thirty (30) calendar days from the end of the initial 30-day cure period.

If an Event of Default relates to a material falsehood or misrepresentation set forth in **Exhibit “[insert letter of exhibit relevant to proposal]”** that is not susceptible to a cure, CITY in its sole and absolute discretion may elect to treat the falsehood or misrepresentation as a breach of this Agreement or waive the falsehood or misrepresentation. The foregoing notwithstanding, the prior waiver of a falsehood or misrepresentation as an Event of Default shall not operate as a waiver or any other falsehood or misrepresentation later discovered by CITY.

2. Except as otherwise specified in this Agreement, CITY shall cure any Event of Default asserted by CONTRACTOR within thirty (30) calendar days of CONTRACTOR's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 30-day cure period. Prior to the expiration of the 30-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 30-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR shall be cured by CITY within five (5) calendar days from the date of CONTRACTOR's Default Notice to CITY.
3. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR's performance under this Agreement (or the performance of any specific task or function performed by CONTRACTOR under this Agreement) pending CONTRACTOR's cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

4. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
5. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

6. In the event CITY is in breach of this Agreement, CONTRACTOR's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks. In no event shall CONTRACTOR be entitled to receive more than the amount that would be paid to CONTRACTOR for the full performance of the services required by this Agreement.
7. No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

Section 18. Force Majeure. The Completion Date shall be extended in the event of any delays due to unforeseeable causes beyond the control of CONTRACTOR and without the fault or negligence of CONTRACTOR, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the

CITY. CONTRACTOR shall within three (3) calendar days of the commencement of such delay notify the City Representative in writing of the causes of the delay. The City Representative shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Representative such delay is justified. The City Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONTRACTOR be entitled to recover damages against the CITY for any delay in the performance of this Agreement, however caused, CONTRACTOR'S sole remedy being extension of the Agreement pursuant to this Section.

Section 19. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (a) the day of delivery if delivered by hand or overnight courier service during CONTRACTOR's and CITY's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore below, or to such other addresses as the parties may, from time to time, designate in writing.

If to CITY:

City of El Monte
Community & Economic Development –
Housing Division
City Hall – West, 2nd Floor
11333 Valley Boulevard
El Monte, CA 91731
Phone: 626-580-2058
Attn: Betty Donavanik, Director

If to CONTRACTOR:

INSERT CONTRACTOR NAME
INSERT ADDRESS

Attn: INSERT PERSON OF
CONTACT NAME
Phone: INSERT PHONE
NUMBER

Section 20. Prohibition. CONTRACTOR shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without CITY's prior written consent, and any attempt to do so shall be void and of no effect. CITY shall not be obligated or liable under this Agreement to any party other than CONTRACTOR.

Section 21. Attorney Fees. In the event that CITY or CONTRACTOR commences any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorney's fees.

Section 22. Entire Agreement. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. Except as expressly provided in this Agreement or its Exhibits, in the event of any conflict or inconsistency between the express provisions of this Agreement and provisions of any document incorporated by reference, the provisions of this Agreement shall prevail and control. This instrument contains the entire Agreement between CITY and CONTRACTOR with respect to the subject matter herein. No other prior oral or written agreements are binding on the parties. Any modification of this Agreement will be effective only if it is in writing and executed by both CITY and CONTRACTOR.

Section 23. Governing Law; Jurisdiction. This Agreement shall be interpreted and

governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.

Section 24. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

Section 25. Captions. The captions used in this Agreement are solely for reference and the convenience of the Parties. The captions are not a part of the Agreement, in no way bind, limit, or describe the scope or intent of any provision, and shall have no effect upon the construction or interpretation of any provision herein.

Section 26. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF EL MONTE, a municipal corporation

CONTRACTOR NAME

By: _____
Alma K. Martinez
City Manager

Date: _____

By: _____

Print
Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____

Print
Name: _____

Title: _____

Date: _____