

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this __ day of June 2021 ("Effective Date"), by and between THE CITY OF HAWTHORNE, a California municipal corporation and general law city ("CITY"), and HINDERLITER DE LLAMAS AND ASSOCIATES (aka "HdL ECON SOLUTIONS"), a California Corporation ("CONSULTANT"). This agreement is made with reference to the following:

I. Recitals

(i) CITY requested a proposal for professional services with respect to providing administrative services for COVID-19 Relief and Economic Recovery Program Administration per the American Rescue Plan Act (ARPA).

(ii) CONSULTANT submitted a proposal for the performance of such services, a full, true and correct copy of which proposal is attached hereto as Schedule "A" and by this reference made a part hereof.

(iii) CITY desires for CONSULTANT to provide professional assistance in developing strategies and plans, and implementing programs for COVID-19 relief and use of federal stimulus funding from the American Rescue Plan Act ("ARPA").

(iv) CONSULTANT represents and warrants that it has the qualifications, experience, programs, staff and facilities necessary to properly perform the services required under this AGREEMENT in a thorough, competent and professional manner. CONSULTANT shall at all times faithfully, competently, and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this AGREEMENT, CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of CONSULTANT under this AGREEMENT.

NOW, THEREFORE, for the consideration hereinafter described, CITY and CONSULTANT mutually as follows:

II. Agreement

1. Definitions: The following definitions shall apply to the following terms, except where the context of this AGREEMENT otherwise requires:

(a) **Project:** Provide comprehensive services to assist with formulating an economic recovery program along with administrative support for the expenditure of funding coming from the American Rescue Plan.

(b) **Services:** CONSULTANT shall provide professional services for the project as described in Schedule A, City of Hawthorne – Proposal & Qualifications for COVID-19 Relief

& Economic Recovery Program Administration per the American Rescue Plan Act (ARPA), attached hereto.

(c) Duration: Said AGREEMENT shall be effective from the date of execution of this AGREEMENT for twenty-four (24) months, unless terminated earlier pursuant to the provisions of Section 6 below.

(d) Completion of Project: CONSULTANT shall complete all tasks as noted in Schedule "A" in a timely, efficient and effective manner so as to accomplish the goals and fulfill the requirements of the ARPA.

(e) Consultant: Hinderlite de Llamas and Associates aka HdL ECONSOLUTIONS, 120 S. State College Blvd., Suite 200, Brea, CA 92821, (714) 879-5000.

(f) City: City of Hawthorne, 4455 West 126th Street, Hawthorne, California, 90250, (310) 349-2901.

2. Scope of Services: CONSULTANT agrees as follows:

(a) CONSULTANT shall forthwith undertake and complete the project in accordance with Schedule "A" attached hereto and incorporated herein by reference, and in accordance with Federal, State and CITY statutes, regulations, ordinances and guidelines, all to the reasonable satisfaction of CITY.

(b) CONSULTANT shall, at CONSULTANT'S sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement, and in conformance with Section IV. COMPENSATION in Schedule A attached hereto. In the event any such other persons are retained by CONSULTANT; CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

(c) CONSULTANT shall provide no fewer than quarterly written reports as to the status of the project(s) that are the subject of this Agreement, and shall promptly provide a report to CITY upon the occurrence of any significant events in the progress of the services provided hereunder.

(d) CONSULTANT shall communicate and coordinate with CITY to assure that all necessary reporting and/or accounting required under the ARPA is made within the timeframe and requirements of the ARPA.

3. Compensation, Method of Payment, and Additional Services.

(a) CITY shall pay CONSULTANT the total project cost not to exceed fifty-three thousand dollars (\$53,000.00) as set forth in Section IV. COMPENSATION of Schedule A attached hereto and incorporated herein by reference.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, and such invoices shall be paid within thirty (30) days after said invoices are received by CITY. Each invoice shall detail work performed and charges therefor. All charges shall be in accordance with CONSULTANT's proposal with respect to hourly rates and project costs as set forth in Section IV. COMPENSATION of Schedule A attached hereto.

(c) CITY Requested Additional services: Payments for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Schedule "A" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Schedule "A" or in an amount and manner agreed to in writing by CITY. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within thirty (30) days after said invoices are received by CITY.

(d) Payment to CONSULTANT for work performed pursuant to this AGREEMENT shall not be deemed to waive any defects in work performed by CONSULTANT.

4. CITY Assistance and Availability of CITY Records:

CITY will provide to CONSULTANT

(a) All information in CITY's possession that is required to accomplish the goals set forth in this Agreement and which may be necessary for CONSULTANT's performances of its services.

(b) Photographically reproducible copies of forms, documents, codes and other information, if available, which CONSULTANT considers necessary in order to complete the project.

(c) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. CONSULTANT's Books and Records:

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT and as required to comply with the ARPA. CONSULTANT shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CITY pursuant to this AGREEMENT. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be

sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by CONSULTANT pursuant to this AGREEMENT. Any and all such documents or records shall be maintained for five (5) years from the date of execution of this AGREEMENT and to the extent required by laws relating to audits of public agencies and their expenditures.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying at any time during regular business hours, upon written request by the CITY OR CITY's designated representative. Copies of such documents or records shall be provided directly to the requesting party for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon. Such documents and records shall be made available at CONSULTANT's address indicated for receipt of notices in this AGREEMENT.

(c) Where CITY or CONSULTANT has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of CONSULTANT's business, the CITY may, by written request, require that custody of such documents or records be given to the requesting party and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to all parties to this AGREEMENT, as well as to their successors-in-interest and authorized representatives.

6. Termination of Agreement: This AGREEMENT may be terminated without cause by CITY upon the giving of a written "Notice of Termination" to CONSULTANT upon thirty (30) days prior written notice or the CONSULTANT may terminate this contract upon thirty (30) days prior written notice. In the event this Agreement is so terminated, CONSULTANT shall be compensated at CONSULTANT's applicable hourly rates as set forth in Schedule "A", on a pro-rata basis with respect to the percentage of the project completed as of the date of termination. In no event, however, shall CONSULTANT receive more than the maximum specified in paragraph 3(a), above. CONSULTANT shall provide to CITY any and all documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this paragraph. The below named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

TO CITY OF HAWTHORNE
Attn: City Manager
4455 West 126th Street, Hawthorne, CA
90250
vnorris@cityofhawthorne.org

TO HdL ECONSolutions
Attn: Barry Foster
120 S. State College Blvd., Suite 200
Brea, CA 92821
bfoster@hdlcompanies.com

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee seventy-two (72) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

8. Continuity of Personnel: CONSULTANT shall make every reasonable effort to maintain the stability and continuity of CONSULTANT's staff assigned to perform the services required under this AGREEMENT, CONSULTANT shall notify CITY of any changes in CONSULTANT's staff assigned to perform the services required under this AGREEMENT, prior to any such performance. CITY shall not be responsible for time and costs associated with CONSULTANT's turnover or reassignment of staff.

9. Status of Consultant:

(a) The parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

CONSULTANT shall have no authority to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CITY, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CITY.

(b) The personnel performing the services under this AGREEMENT on behalf of CONSULTANT shall at all times be under CONSULTANT's exclusive direction and control. CITY, nor any elected or appointed boards, officers, officials, employees or agents of CITY shall have control over the conduct of CONSULTANT or any of CONSULTANT's officers, employees or agents, except as set forth in this AGREEMENT. CONSULTANT shall not at any time or in any manner represent that CONSULTANT or any of CONSULTANT's officers, employees or agents are in any manner officials, officers, employees or agents of CITY.

(c) The CONSULTANT or any of CONSULTANT's officers, employees or agents, shall not obtain any rights to retirement, health care or any other benefits that may otherwise accrue to CITY employees. CONSULTANT expressly waives any claim CONSULTANT may have to any such rights.

10. Compliance with Applicable Laws; Permits and Licenses:

a. CONSULTANT shall keep itself informed of and comply with all applicable federal, state, and local statutes, codes, ordinances, regulations and rules in effect during the term of this AGREEMENT including but not limited to:

1. Prohibition against discrimination on the basis of age [Age Discriminations Act of 1975] or with respect to an otherwise qualified handicapped individual [Rehabilitation Act of 1973, Section 504].

2. Non-discrimination: CONSULTANT shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this AGREEMENT.

4. Unauthorized Aliens: CONSULTANT hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act. 8 U.S.C.A. 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should CONSULTANT so employ such unauthorized aliens for the performance of work and/or services covered by this AGREEMENT, and should any liability or sanctions be imposed against CITY for such use of unauthorized aliens, CONSULTANT hereby agrees to and shall reimburse CITY for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorney's fees, incurred by CITY in connection therewith.

5. Conflict of Interest: Consultant represents that neither it nor any of its officers or principles of its firm has been retained, employed or compensated by any other interested party, or done any act, in such a manner so as to constitute a conflict of interest with respect to the consultant's duties under the agreement with the CITY. CONSULTANT covenants that neither it, nor any officer or principal of its firm has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CITY or which would in any way hinder CONSULTANT's performance of services under this AGREEMENT. CONSULTANT further covenants that in the performance of this AGREEMENT, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, except as provided for by this Section. At all times, CONSULTANT agrees to avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of CITY in the performance of this AGREEMENT.

The CITY may waive at its discretion any conflict or potential conflict of interest in writing, provided the consultant has made a full written disclosure of all facts. Provided further that the conflict affects a third party, the consultant must provide to the CITY a written waiver of the conflict from the affected party.

b. CONSULTANT shall obtain any and all licenses, and authorizations necessary to perform the services set forth in this AGREEMENT.

11. Confidential Information; Release of Information: All information gained or work product produced by CONSULTANT in performance of this AGREEMENT shall be considered confidential, unless information is in the public domain or already known to CONSULTANT. CONSULTANT shall not release or disclose any such information or work product to persons or entities other than CITY without prior written authorization from the CITY, except as may be required by law.

12. Authority to Execute: The person or persons executing this AGREEMENT on behalf of CONSULTANT represents and warrants that he/she/they has/have the authority to so execute this AGREEMENT and to bind CONSULTANT to the performance of its obligations hereunder.

13. Binding Effect: This AGREEMENT shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

14. Modification of Agreement: No amendment to or modification of this AGREEMENT shall be valid unless made in writing and approved by the CONSULTANT and by the CITY. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

15. Waiver: Waiver by any party to this AGREEMENT of any term, condition, or covenant of this AGREEMENT shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this AGREEMENT shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this AGREEMENT. Acceptance by CITY of any work or services by CONSULTANT shall not constitute a waiver of any of the provisions of this AGREEMENT.

16. Law to Govern; Venue: This AGREEMENT shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles.

17. Attorneys Fees, Costs and Expenses: In the event litigation or other proceeding is required to enforce or interpret any provision of this AGREEMENT, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

18. **Entire Agreement:** This AGREEMENT, including the attached EXHIBITS "A", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between CONSULTANT and CITY prior to the execution of this AGREEMENT. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this AGREEMENT shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

19. **Severability:** If a term, condition or covenant of this AGREEMENT is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this AGREEMENT shall not be affected thereby and the AGREEMENT shall be read and construed without the invalid, void or unenforceable provision(s).

20. **Insurance:** During the course of the term of this AGREEMENT, CONSULTANT shall maintain:

- (a) Professional Liability Insurance in a combined single limit of not less than \$1 million per claim.
- (b) General Liability Insurance in a combined single limit of not less than \$1 million per claim and \$2 million aggregate.
- (c) Workers compensation and employers liability insurance as may be required by the State.

Consultant shall provide a certificate naming CITY as additional insured, and provide all endorsements necessary to effectuate the insurance coverage provided by this Agreement. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

CONSULTANT's insurance shall be primary as respect to CITY. City's insurance or self-insurance shall be excess to CONSULTANT's insurance. The insurance provisions provided by this Agreement shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice has been given by certified mail, return receipt requested to: City Manager, City of Hawthorne, 4455 W. 126th Street, Hawthorne, CA 90250.

21. **Indemnity:** Consultant shall indemnify, defend and hold harmless the City, its elected officials, officers and employees from any demands, judgements, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, infringement of copyright/patent/trademark, professional errors and omissions, investigative expenses, attorney fees, and court costs arising out of an error, a

negligent act, or omission of the Consultant, or the willful or reckless misconduct of the Consultant in performing the services described in, or normally associated with, this type of contracted work.

City does not, and shall not, waive any rights that they may possess against Consultant 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. Consultant agrees that Consultant's covenant under this section shall survive the termination of this Agreement.

CITY hereby agrees to, and shall hold CONSULTANT, its officers, agents and employees, harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for breach of confidentiality or property damage which may arise from CITY'S negligent acts, errors or omissions including misuse or improper disclosure of confidential information contained in reports submitted by CONSULTANT under this Agreement. CITY agrees to and shall defend CONSULTANT and its officers, agents and employees from any suits or actions at law or in equity for damage caused, or alleged to have been caused, by reason of any of the aforesaid negligent acts, errors or omissions and/or misuse or improper disclosure of confidential information.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement through their duly authorized representatives as of the Agreement Date.

CONSULTANT:

Hinderliter de Llamas and Associates

DocuSigned by:

Andrew Nickerson

2A8393594812482

By: Andrew Nickerson
Its: President

CLIENT:

City of Hawthorne

Vontray Norris 6/10/21

By: Vontray Norris
Its: Interim City Manager

APPROVED AS TO FORM:

Robert Kim

By: Robert Kim
Its: Interim City Attorney

[Any Schedule or Schedules are required to be attached hereto]

Schedule "A"

HdL ECONsolutions Proposal to the City of Hawthorne

Schedule A

CITY OF HAWTHORNE – Proposal & Qualifications for
COVID-19 Relief & Economic Recovery Program
Administration per the American Rescue Plan Act (ARPA)



Submitted By:

HdL ECONsolutions

120 S. State College Blvd., Suite 200

Brea, CA 92821

www.hdlcompanies.com

Contact:

Barry Foster, Principal/Managing Director

714.879.5000

bfoster@hdlcompanies.com



I. LETTER OF TRANSMITTAL

April 12, 2021

RE: Proposal/Qualifications for COVID-19 Relief & Economic Recovery Program Administration per the American Rescue Plan Act (ARPA)

Felice Lopez, Finance Director
City of Hawthorne
4455 W. 126th Street
Hawthorne, CA 90250

Felice:

Thank you for the opportunity to present a proposal, as well as our qualifications to the City of Hawthorne to assist with COVID-19 Relief and Economic Recovery Program Administration per the American Rescue Plan Act (ARPA). Hinderliter de Llamas Associates (HdL) is a 37-year old consulting firm with corporate offices in Brea California, along with offices in Pleasanton, Fresno, San Dimas, as well as offices outside of California in Texas, Colorado, Georgia and Alabama. HdL is a highly respected consulting firm working in sales tax, property tax, tax & fee administration, revenue analysis, economic development and cannabis management. HdL ECONsolutions was formed by HdL in 2014 to provide a variety of economic development products, services and special projects in further serving local governments. HdL ECONsolutions has completed work for 120 local governments in California and is presently working for 20 California cities and a few private sector developers on a variety of economic development related services.

HdL ECONsolutions is well positioned to assist Hawthorne with developing an Action Strategy for COVID-19 relief and use of federal stimulus funding coming from the recently approved American Rescue Plan, along with administration of programs related to this program. During the past year, HdL ECONsolutions has worked with several cities to deal with the COVID-19 Pandemic and the negative economic impact it has delivered to cities, especially their business communities. HdL ECONsolutions has prepared Economic Recovery Action Plans for the California cities of Eastvale, Menlo Park and Pacific Grove, as well as reopening plans for Calimesa and Cupertino. Additionally, we have assisted in several small business relief grant programs to deal with the impacts caused by COVID-19 and the Pandemic. Furthermore, HdL has expertise in a number of service delivery that could be inserted into an ARPA strategy to help with economic recovery and enhance the City's service delivery including, but not limited to:

- Small business grant or loan program management
- Administration of rent payment assistance program
- Web based local administration programs (for business license, TOT/STR, UUT, etc.)
- Web based payment portals
- Rental unit registration program
- Upgrading technology to enhance service delivery and overall cost of service.

Please feel free to call me if you have questions or require additional information. I can be reached at 951.233.0414 or by email at bfooster@hdlcompanies.com. If HdL ECONSolutions is selected to do the work in Hawthorne, I will serve as the Project Manager, with support from other HdL ECONSolutions staff members including Angela Tsui, Senior Advisor and Fienna Cheng, Analyst. Additionally, HdL could utilize team members of the Tax & Fee Administration Division of the company managed by Josh Davis, Director of Professional Services to assist with the possible services identified above.

Sincerely,

A handwritten signature in blue ink, appearing to read "Barry Foster", with a long horizontal flourish extending to the right.

Barry Foster
Principal/Managing Director

Josh Davis, Director of Professional Services of Tax & Fee Administration-HdL

II. KEY PERSONNEL

Team of Professionals for the Hawthorne Project

For the Hawthorne project, HdL ECONsolutions will use a team of three professionals that have more than 55 years of experience working in economic development and public administration.

HdL ECONsolutions Team

Barry Foster — Principal/Managing Director, HdL Companies

Barry Foster has more than 35 years of local government experience including nearly 30 years in Southern California working for the cities of Moreno Valley, Rancho Mirage, Monrovia, and Loma Linda, as well as nearly 7 years with the HdL Companies. Mr. Foster has more than 29 years of economic development experience. As a Principal & Managing Director with HdL, Barry Foster started the ECONsolutions Division for HdL and has worked with 120 local governments in a variety of economic development related services. Additionally, he worked as a Development Consultant with five developers and retail advisors in Southern California. Over the years, he has helped facilitate more than 32 million square feet of new development projects including logistics-distribution, shopping centers, commercial retail/office, medical-healthcare, hotels, and auto centers. Mr. Foster is member of the International Council of Shopping Centers, as well as being a past President of the Municipal Management Assistants of Southern California (MMSASC). He holds a Bachelor of Science degree from Minnesota State University-Mankato and a Master of Public Administration degree from the University of Kansas.

Angela Tsui — Senior Advisor, HdL Companies

Angela Tsui came to work for HdL in 2019 as a Senior Advisor working out the Pleasanton office. Before working for HdL, Ms. Tsui worked over 22 years in the public sector, including for the cities of Fremont and Cupertino, where she was the Economic Development Manager for 7 years. With HdL ECONsolutions, Angela has worked on numerous studies and is the primary economic development staffing person for the cities of Cupertino and Menlo Park. Additionally, Angela has recently worked on Economic Recovery Action Plans for the cities of Eastvale, Menlo Park and Pacific Grove, as well as numerous programs and issues related to the Pandemic and economic recovery efforts in Cupertino. Angela holds a Bachelor of Arts degree in Political Science from the University of California-Berkley.

Fienna Cheng — Analyst, HdL Companies

Fienna Cheng joined HdL early in 2020 and works on a variety of analytics and revenue analysis project, as well as supporting the divisions administration needs. Ms. Cheng has experience in the private sector in the healthcare and insurance industries. Fienna received a Bachelor of Arts degree in Economics from the University of California-Irvine.

HdL Tax & Fee Administration Services

Josh Davis --- Associate Director of Professional Services-Tax & Fee Administration

Joshua Davis has over 20 years of experience with local tax administration, discovery and audit, as well as managing a skilled team which provides the most sophisticated local tax administration services available to California municipalities. Trained in revenue audit and discovery techniques, he is skilled in navigating the complex scenarios and needs often encountered during such service delivery. Mr. Davis also possesses strong technical and business process capabilities which he employs to aid HdL clients in meeting their strategic objectives. Prior to joining HdL, he was employed a compliance services manager at another governmental services consulting firm. Mr. Davis' reputation amongst municipalities is that of a very capable local taxation expert who will achieve their desired objectives, while providing excellent customer service. Notable projects he has managed includes a long term and broad engagement supporting the City of Beverly Hills business tax team and administering business tax for the City of Roseville. All services provided by his team enable municipalities to administer their tax programs more effectively, through both efficient operations and increased discovery and collection of tax due.

III. QUALIFICATIONS AND SCOPE OF WORK

QUALIFICATIONS

HdL and the HdL ECONsolutions Team are uniquely qualified to assist the City of Hawthorne with work related to COVID-19 relief and formulating an economic recovery program, along with administration support with funding coming from the American Rescue Plan.

- HdL ECONsolutions has significant experience working with California cities to help deal with COVID-19 and the Pandemic and economic recovery efforts including working on Economic Recovery Action Plans (ERAP's) for the cities of Eastvale, Menlo Park and Pacific Grove, as well as numerous small business grant programs and focused economic recovery strategies.
- HdL ECONsolutions is recognized as one of the leading consultants in the economic development field in California, having worked with 120 local governments on a variety of programs and projects during the past 6 ½ years.
- The HdL ECONsolutions Team is highly experienced in economic development and brings over 60 years of experience in economic development, along with working for and with cities. Barry Foster, a Principal and Managing Director will serve as the Project Manager for the Hawthorne project.
- HdL is a premiere consulting firm in California and is presently working with over 400 local governments and is recognized as a leader in sales tax and property tax management, budgeting and revenue projections, tax & fee administration, economic development and cannabis management.

References

The following is a sampling of references appropriate for the Hawthorne project.

CITY OF CUPERTINO

Deb Feng, City Manager
10300 Torre Ave,
Cupertino, CA 95014
408.777.3250

CITY OF MENLO PARK

Starla Jerome- Robinson, City Manager
701 Laurel Street,
Menlo Park, CA 94025
650.330.6610

CITY OF EASTVALE

Bryan Jones, City Manager
12363 Limonite Ave, Ste. 910
Eastvale, CA 91752
951.703.4411

CITY OF PACIFIC GROVE

Ben Harvey, City Manager
300 Forest Avenue,
Pacific Grove, CA 93950
213.364.2699

SCOPE OF WORK

The following represents the scope of work for the project.

HdL ECONsolutions believes the most effective scope of work of the project for the City of Hawthorne is to expend approximately \$32.69 million in Federal funding from the American Rescue Plan Act (ARPA) should focus on formulating a comprehensive COVID-19 Relief & Economic Recovery Program for both near term and lasting economic recovery including the following components.

- **Task 1 - Design and develop an Economic Recovery Strategy (the ‘Strategy’)** to effectively expend the approximately \$32.69 million coming to the City of Hawthorne from the ARPA, including working with the City Council and City staff on crafting the Strategy to incorporate their vision, goals and objectives.
- **Task 2 - To properly develop a Strategy** to work for both the City and the community, an extensive outreach effort must be put forth including surveys and meetings with key stakeholders such as City Council members, City staff, the Chamber of Commerce and local business representatives from the business sectors that had been hit the hardest including restaurants, boutique retail, fitness centers and personal services.
- **Task 3 - Develop an ARPA program for Hawthorne restaurants** to help them recover from the Pandemic.
- **Task 4** - The Program must also include the administrative effort to **Implement the Strategy including outreach and marketing**, along with managing compliance with federal requirements contained in the American Rescue Plan Act.

OPTIONAL TASK

- **Task 5 – Enhanced Service Delivery** includes exploring possibilities to enhance the City’s service delivery in the short term recovery, but also into the future.

IV. COMPENSATION

Understanding the effort and time commitment to undertake the four tasks identified above is somewhat challenging; therefore, HdL ECONsolutions is suggesting doing the work on an hourly basis, with a not-to-exceed amount, plus an 10% overall contingency.

Task 1

Not-to-exceed amount of \$18,500

Task 2

Not-to-exceed amount of \$12,000

Task 3

Not-to-exceed amount of \$6,500

Task 4

Not-to-exceed amount of \$13,000

Hourly Consulting Rates

<i>Staff Position</i>	Hourly Rate
<i>Principal</i>	\$250
<i>Sr. Advisor</i>	\$180
<i>Analyst</i>	\$100

Total Estimated Cost=\$48,000

10% Contingency=\$5,000

Total Compensation – Not-to-Exceed \$53,000

Task 5

This task is dependent on types of services desired and based on hourly rates to refine a specific scope of services and is subject to further discussion and refinement between the City of Hawthorne and the HdL Companies