

CITY OF HAWTHORNE



Request For Proposals General Plan Update





Hawthorne, California

Planning Department

REQUEST FOR PROPOSALS (RFP) FOR GENERAL PLAN UPDATE

Issuance Date: February 18, 2025

The City of Hawthorne is issuing this Request for Proposals (RFP) from qualified firms to provide services for the preparation of an update to the City's General Plan, and preparation of the necessary California Environmental Quality Act (CEQA) documentation.

The City is seeking a consultant with a team of qualified individuals to undertake this project. The City may, at its discretion, select a consultant team comprised of a lead consultant and one or more sub-consultants.

All inquiries concerning this RFP should be directed to:

Maria Majcherek
Senior Planner
City of Hawthorne
4455 West 126th Street
Hawthorne, CA 90250
310-349-2970
mmajcherek@cityofhawthorne.org

Proposals must be emailed to the contact noted above no later than 4:00pm on April 15, 2025.

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A. INTRODUCTION AND BACKGROUND

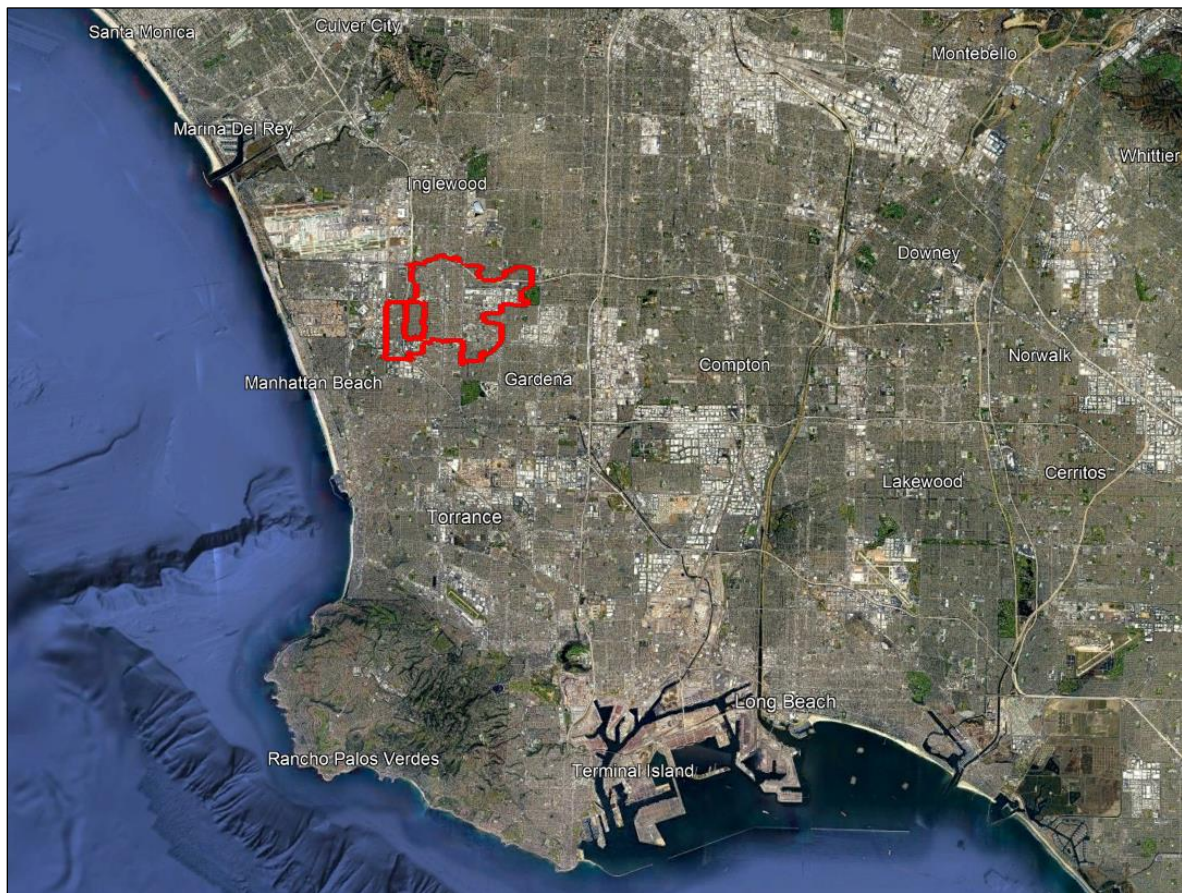
The City of Hawthorne invites proposals from qualified firms to provide services for the preparation of a comprehensive update to the City's General Plan and preparation of the corresponding CEQA documentation. The City is seeking a multidisciplinary consultant team and is amenable to the consultant team being comprised of a lead consultant and one or more sub-consultants.

1. City of Hawthorne Profile. Established in 1922, the City of Hawthorne grew to become a highly urbanized community of approximately 88,000 residents within a six-square mile area. Hawthorne is surrounded by the South Bay cities of Inglewood, Gardena, Lawndale, El Segundo, and Manhattan Beach, as well as the unincorporated communities of Lennox, Athens, El Camino Village, Wiseburn, and Del Air. Hawthorne is connected to several vital regional transportation systems, including the San Diego (I-405) and Glenn Anderson (I-105) freeways. Due to the City's favorable location, Hawthorne affords easy and quick access to all that Southern California offers—culture, nature, sports, and entertainment.

TABLE 1: Demographics of Hawthorne, CA

Total population	88,083
Total households	32,299
Total housing units	31,578
Median household income	\$65,166
People without healthcare	6.4%
Population under 18	22.3%
Languages spoken at home	
English only	49.4%
Spanish	40.2%
Other	10.4%
Born outside the U.S.	35.4%
Commute by driving alone	72.0%
Homeownership rate	28.0%

United States Census Bureau, https://data.census.gov/profile/Hawthorne_city,_California?q=160XX00US0632548



2. General Plan. The City of Hawthorne General Plan was adopted in 1990, with several elements being amended or added since then. The City’s General Plan contains a total of nine elements with goals, policies, and regulations that govern the long-term plan for the city.

[Land Use Element](#)
(last updated in 2016)

[Circulation Element](#)
(last update in 2015)

[Conservation Element](#)

[Noise Element](#)
(last update in 2018)

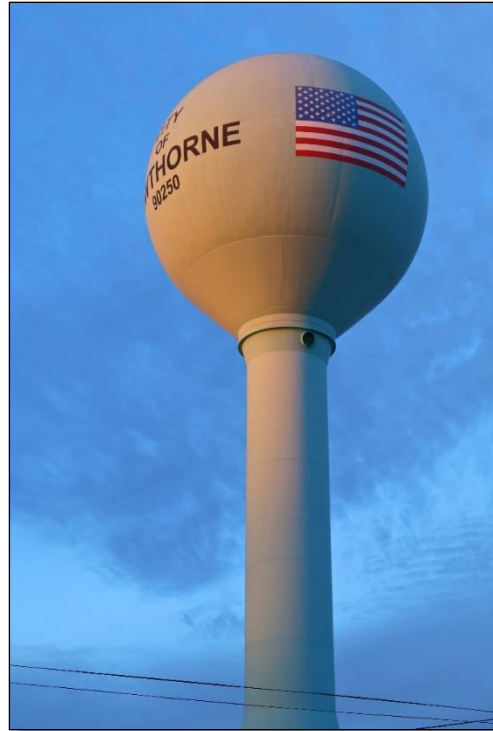
[Open Space Element](#)

[Economic Development Element](#)
(adopted in 2015)

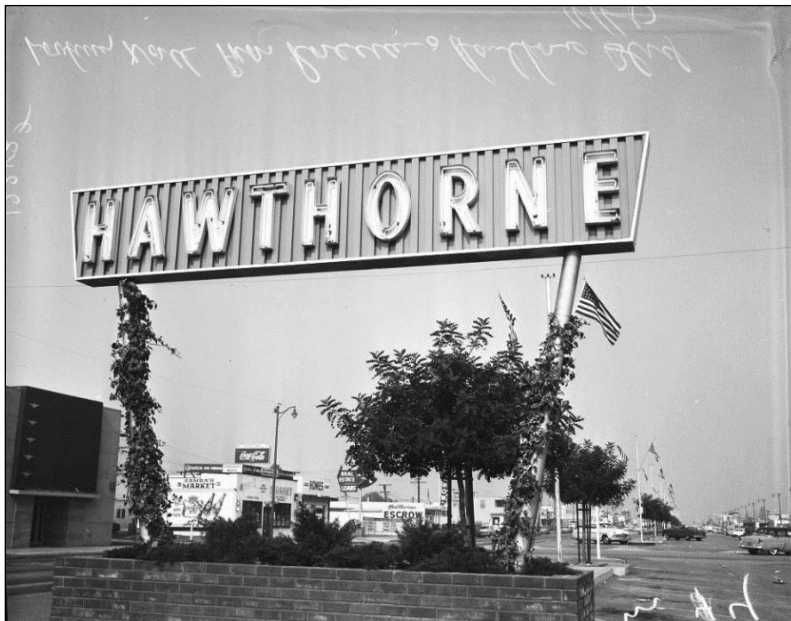
[Safety Element](#)
(last updated in 2023)

[Housing Element](#)
(6th Cycle adopted in 2023)

[Environmental Justice Element](#)
(adopted in 2023)



The update to the General Plan is needed to address emerging trends and recent state laws, to position the City to handle emerging challenges, and to provide the City a degree of flexibility to manage unforeseen changes that the current General Plan does not.



B. SCOPE OF WORK

All general plan updates require the development of multiple documents and public hearings and a wide range of meetings and communications. As such, the consultant team should be prepared to draft a work plan which contains a schedule estimating the timing of the tasks involved in the General Plan update as well as describing what these tasks are in detail.



1. Existing Conditions. In preparation for the General Plan update, the consultant team will provide an Existing Conditions Report. The Report must be written in a manner that is easily understood by the public. Extensive use of diagrams, photographs, tables, and maps is expected. This report is intended to establish the need for the updates, provide general ideas of where and how changes will be made, describe the public engagement process, and foster enthusiasm for the project from the City Council and the stakeholders of the City. A presentation of the report will be expected before the Planning Commission and City Council.

A key component of the Existing Conditions Report is the evaluation of existing challenges facing the City as well as the identification of current and foreseeable opportunities. The evaluation and identification component of the Report should include a look at the City's existing policies and land use patterns, demographic information, regulatory and economic trends, as well as how each of these interact with the others in positive, neutral, or negative ways. All background files and information used in preparation and completion of the Report should be organized and provided to the City upon completion.

2. Public Engagement. The City of Hawthorne considers public participation a paramount component to the overall success of the General Plan update. A successful proposal will include a mixture of innovative and holistic methods of public engagement, as well as proven and consistent methods. The engagement process must focus on

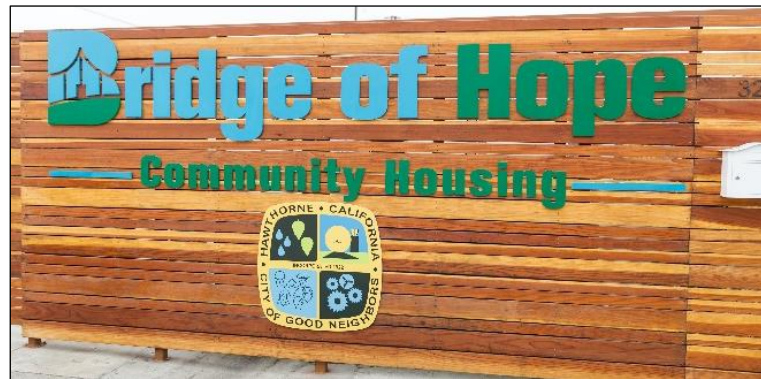
three objectives: soliciting inputs from a broad swath of stakeholders; disseminating schedules to the community, progress reports, and opportunities to participate; and most importantly, develop broad support for the project among stakeholders. Participation should be drawn from all constituencies with a vested interest in the City and its future. This should include, but not be limited to, homeowners, renters, business owners, employees, youth, seniors, veterans, people-experiencing-homelessness, entrepreneurs, and industries.

Development of a public engagement plan must focus on public participation throughout the entire process; from the initial review of the existing General Plan and Zoning Code through the public hearing process for the adoption of the new General Plan. The plan should demonstrate methods of outreach that can inspire active engagement from the entire community. The Public Engagement Plan should also outline when, where, and how it will engage all stakeholders, including those traditionally difficult to reach with traditional outreach methods.



3. Preparation of General Plan Elements. Components of the General Plan update should conform to the most current General Plan Guidelines prepared by the State Office of Planning and Research. All elements must incorporate the latest changes to state laws and regulations concerning general plans. A clear set of policies, goals, and objectives for each element with viable implementation strategies must be developed.

A vision component must be included within the new General Plan. Public participation should lead the vision development process by identifying community goals and values. The vision will be essential to the development of new and revised policies and objectives over time, helping to ensure the General Plan is able to evolve without



losing adherence to the vision that inspires its formulation. While recently created and updated, both Economic Development and Environmental Justice Elements may need modifications. These elements should be able to stand alone, but also clearly interact and coexist with all other elements in the General Plan. Modifications to the Housing Element are not expected to be part of this General Plan project.



In order to provide a comprehensive and complete update, it is expected that the consultant team will need to provide the City with at least two drafts of each element as well as the final General Plan update.

4. Environmental Analysis. The consultant team will do all CEQA-related work on the General Plan update in compliance with state laws and regulations. An Initial Study must be prepared in conformance with CEQA to evaluate the potential for environmental impacts associated with the General Plan update. Any resulting mitigation measures will be accompanied by a mitigation monitoring program prepared by the consultant team.

It is expected that the consultant team will need to provide the City with at least two preliminary drafts of each environmental document that needs to be prepared, along with the final draft of all necessary documents. These necessary environmental documents may include, but are not limited to, the Initial Study, Negative Declaration, Mitigated Negative Declaration, Environmental Impact Report, Response to Comments, Mitigation Monitoring and Reporting Program, Statement of Findings and Facts, Statement of Overriding Considerations, Final EIR, and technical appendices. The consultant team will be responsible for all required notifications, filings, and correspondence to ensure compliance with CEQA

5. City Meeting Schedule and Communication. The consultant team will keep the staff fully apprised of the status of the project by providing timely meetings and other forms of communication. The consultant team will designate a project manager who will be the point-of-contact. This individual will attend all meetings and be responsible for the overall coordination of activities and completion of the General Plan update. Biweekly meetings with City staff are essential. It is anticipated that these meetings will be comprised of the project manager, team members if appropriate, and City staff. A brief summary of each meeting and status update will be expected. These biweekly meetings may, at the discretion of the City, be conducted remotely.

A minimum of three, but up to six Planning Commission meetings and a minimum of three, but up to six City Council meetings are anticipated. Please note that at the discretion of the City, joint meetings of the City Council and Planning Commission may be convened and shall constitute one meeting. In person participation is expected, but remote participation may be permitted subject to the City's discretion.



6. Deliverables. All studies, charts, graphs, and materials used in preliminary and public review processes shall become the property of the City of Hawthorne. In general, pages should be formatted to fit an 8-1/2" x 11" page. All deliverables shall be submitted electronically. The expected deliverables include:

1. A Work Plan describing the tasks to be accomplished and an estimated schedule.
2. An Existing Conditions Report which discusses issues and opportunities located throughout the City and the surrounding area.
3. A Public Engagement Plan pursuant to the discussion above. It must include descriptions of all methods of engagement as well as explanations on how data will be captured and utilized from these interactions.
4. The General Plan update itself, including all elements to be updated or modified. Any technical appendices relied on for the development of the elements should be included and must be displayed in a well-organized format.
5. Environmental documentation, the exact type being determined by Staff and the consultant team or teams. Technical appendices must be provided and must be clear, concise, and consistent.
6. GIS maps to support above deliverables.



C. QUALIFICATIONS AND SELECTION CRITERIA

The City of Hawthorne will select a consultant or consultant team for this work based on the following qualifications and criteria:

1. Consultant has five or more years of relevant experience performing services on similar public projects.
2. Consultant has sufficient staff to complete all work identified in this RFP. Sub-consultants may be included to substantiate this qualification.
3. Consultant demonstrates understanding of the project, the challenges and opportunities, and knowledge of the disciplines necessary to complete the project.
4. Consultant demonstrates creative and effective public engagement strategies.
5. Consultant demonstrates the ability to work effectively with City staff, other public agencies, and related parties as may be required during the course of the design, study, and execution.

In order to substantiate the qualifications presented in a proposal, the consultant team must provide a minimum of three references from municipalities for projects with a similar scope or scale of work.

NOTE: At the City's discretion, City reserves the right to award separate contracts to different consultants for the General Plan update, public engagement, and environmental documentation.



D. SUBMITTAL REQUIREMENTS

Respondents are asked to submit a digital copy of the proposal no later than **4:00pm on April 15, 2025**. Late proposals will not be accepted. **This initial submittal will not include cost estimates.**

Proposals must be submitted by email or FTP to Maria Majcherek, Senior Planner, at mmajcherek@cityofhawthorne.org.

1. Proposal Minimum Content. Proposals are limited to 30 typed 8.5" x 11" pages.

a. Table of Contents. Include page numbers and identify each major section.

b. Executive Summary. Briefly summarize your understanding of the City's intent and purpose for completing the General Plan update. The Executive Summary should introduce your understanding of the City of Hawthorne and the project. Significant steps, methods, and procedures to be employed by your team to ensure quality end products should be included.

c. Qualifications. Provide a general description of the capabilities and qualifications of your team relative to the Scope of Work and Proposal Requirements of this RFP. The description should also include names, titles, detailed professional resumes, and past experiences and responsibilities of similar work efforts or products.

d. Narrative. Provide a narrative on the team's approach to developing the General Plan update. This should include any innovative methods or strategies the firm is proposing in order to affect a comprehensive update. How the team is proposing to induce active participation from the public should be described here as well.

e. Schedule. A detailed schedule should be presented which identifies the milestones and timeframe to complete tasks. A list of key deliverables, meetings, and public interactions associated with each task or milestone is required.

The following are not part of the 30-page narrative and should be separate pdf files.

2. Team member resumes. Combined into one pdf file.

3. Signed affidavit. See appendix A

4. Contract statement. Include a statement accepting the terms of, or note any requested modifications or additions to, the sample contract attached as Appendix B.

5. Company brochures or other relevant materials. Optional.

E. FINANCIAL SUBMITTAL

Initial submittals to the City will not include information regarding pricing. Instead, approximately seven days before interviews, only those respondent teams that are selected to be interviewed will be instructed to submit financial cost estimates.

Although an important aspect, the financial cost estimate will not be most important item of consideration. The City expects a fair and reasonable project cost backed by itemization of how the costs per phase and task were developed. Negotiations may or may not be conducted with the lead firm.



The financial cost estimates must include, at minimum, the costs for the completion of each major task in the work program. Costs should be segregated into a time and materials rate schedule and a not-to-exceed maximum amount for all work. Proposals should indicate hourly rates; number of hours for each component, task, or product; and the fee structure for additional work outside of the contract and optional items. Prices shall represent the cost of finished products and cost estimates shall identify expenditures for graphics, base maps, public meetings and hearing participation, printing, legal notices, postage, mailing, advertising, travel, and other incidental and administrative costs.

As the City reserves the right to award separate contracts to differing consultants for the General Plan update, public engagement, and environmental documentation, separate price quotes should be provided.

F. ADDENDA, CHANGES, AND AMENDMENTS TO THIS SOLICITATION

At any time prior to the due date for responses, the City may make changes, amendments, and addenda to this solicitation, including changing the date due to allow respondents time to address such changes. Addenda, changes, and amendments, if made, will be posted on the City's website (www.cityofhawthorne.org), which is deemed adequate notice. Any prospective respondent may submit, by e-mail, a request to the City's project coordinators to be placed on a list of persons to receive notice of any such addenda, changes, or amendments.

G. SCHEDULE, PROCESS, AND SELECTION CRITERIA

Anticipated Dates	Activity
February 18, 2025	RFP is released
March 18, 2025	Deadline for Question Submission
March 25, 2025	Deadline for Response to questions from City
April 15, 2025	Deadline for Proposal Submission
May 1, 2025	Financial Cost Estimate Submission
Between May 5 -15, 2025	Interviews
By May 29, 2025	Selection
By June 16, 2025	Professional Service Agreement Signed
July 1, 2025	Commence project

Staff will review all submittals for completeness and satisfaction of minimum experience and capacity. If Staff determines that a submittal does not meet the minimum requirements, the team may submit an appeal to Staff, but only on technical grounds. All complete submittals will be reviewed by a selection panel. The selection panel will identify the most qualified applicants, which will then be invited to submit cost estimates. The selection panel will also invite the top applicants to an interview, after which the panel will then rank the interviewed teams. After the contract terms are agreed upon, the top finalist will be presented to the City Council for confirmation and approval.

Selection Criteria

All RFP responses will be evaluated based on the following criteria:

Presentation quality	5 points
Experience and depth of consulting team	25 points
Responsiveness to scope of project	25 points
Public engagement	25 points
Schedule	10 points
Cost	10 points

APPENDIX A. RESPONDENT AFFIDAVIT

This affidavit must be signed and included as part of the proposal submission. The signature must be from an official, legally authorized agent of the respondent.

By signing this affidavit, the respondent agrees to be bound by the following conditions in regards to the General Plan update and the application in response to this RFP:

1. Nothing contained in this RFP shall create any contractual relationship between the respondent and the City.
2. This RFP does not obligate the City to award a contract to any respondent. The City reserves the right to amend or cancel this RFP without prior notice, at any time, at its sole discretion.
3. The City shall not be liable for any expenses incurred by any organization in connection with this RFP.
4. The City reserves the right to accept or reject any or all proposals without prior notice and to waive any minor irregularities or defects in a proposal. The City reserves the right to seek clarification on a proposal with any source.
5. No conversations or agreements with any officer, agent, or employee of the City shall affect or modify any terms of this RFP. Oral communications or any written or e-mail materials provided by any person other than the designated contact staff of the City shall not be considered binding.
6. Respondents shall not issue any news release pertaining to this RFP or the City, without prior written approval of an authorized agent of the City.
7. All submitted proposals and information included therein or attached thereto shall become public record upon delivery to the Planning Department.
8. No communications between respondents and a Planning Commissioner or City Councilmember in relation to this RFP shall occur prior to final selection of a consultant being confirmed by City Council.

Signature

Date

Print name and title

APPENDIX B. SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF HAWTHORNE AND REVENUE & COST SPECIALISTS, LLC

This PROFESSIONAL SERVICES AGREEMENT (“AGREEMENT”) is made and entered into this ____ day of _____, 2025, by and between the City of Hawthorne, a California municipal corporation and general law city (“CITY”) and _____, a _____ (“CONSULTANT”). This agreement is made with reference to the following:

RECITALS

A. CITY requested a proposal for professional services with respect to providing consulting services related to a General Plan Update and California Environmental Quality Act (CEQA) documentation and supporting studies.

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

C. CITY desires for CONSULTANT to provide professional services as described in Exhibit “A”.

D. CONSULTANT represents and warrants that it has the qualifications, experience 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, in consideration of the foregoing Recitals, the agreement of the parties as set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

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

(a) Project: Development of a new General Plan, all necessary steps to complete the General plan development, and CEQA documents and studies related to the Hawthorne General Plan update.

(b) Services: CONSULTANT shall provide professional services for the project as described in Exhibit "A" attached herein

(c) Duration: Said AGREEMENT shall be effective from the date of execution of this AGREEMENT until acceptance and approval of all final documents and studies.

(d) Completion of Project: CONSULTANT shall complete all tasks as noted in Exhibit "A" for a period as noted in the agreement with a period not to exceed ___ months.

(e) Consultant: _____ [name]_____. _____ [address]_____,
_____[city]_____, [STATE] _____ [zip]_____

(f) City: 4455 W. 126th St., Hawthorne, CA 90250

2. SCOPE OF SERVICES

(a) CONSULTANT shall forthwith undertake and complete the project in accordance with Exhibit "A" hereto and all 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. 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.

3. COMPENSATION, METHOD OF PAYMENT, AND ADDITIONAL SERVICES

(a) CITY shall pay CONSULTANT no more than the total project cost (\$_____) as set forth in the proposal, Exhibit "B." CITY may, but is under no obligation to, ask CONSULTANT to perform additional work and shall pay no more than the Optional Task cost (\$_____)

(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. All charges shall be in accordance with CONSULTANT's proposal with respect to hourly rates and project costs as set forth in Exhibit "B".

(c) 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

(a) The CITY shall provide the following assistance to CONSULTANT as needed so CONSULTANT can perform the services described above:

(i) Information and assistance as set forth in Exhibit "A".

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

(iii.) Such information as is generally available from CITY files applicable to the project.

(iv.) 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 BOOK OF RECORDS

(a) CONSULTANT shall maintain any and all documents and records demonstrating or relating to CONSULTANT's performance of services pursuant to this AGREEMENT. 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 Exhibit "B", 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

(a) 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

4455 West 126th Street,
Hawthorne, CA 90250
Attn: Director of Planning
gmcclain@cityofhawthorne.org

To CONSULTANT

_____ [address] _____
_____, _____
_____ [email] _____

(b) Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) 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. Neither 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. LEGAL RESPONSIBILITIES

The CONSULTANT shall keep itself informed of applicable State and Federal laws and regulations, which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations pursuant to sound professional practices including, but not limited to, possessing and maintaining all necessary licensing. CITY, and its officers and employees, shall not be liable at law or in equity occasioned by negligent failure of the CONSULTANT to comply with this Section.

11. NON-DISCRIMINATION

CONSULTANT shall not discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), sexual orientation, marital status, and denial of family care leave. CONSULTANT shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment. CONSULTANT shall comply with the provisions of the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285 et seq.). If applicable, CONSULTANT shall give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining AGREEMENT or other AGREEMENT.

12. INDEMNIFICATION

To the fullest extent provided by law, CONSULTANT shall indemnify, hold harmless, and defend CITY, its officers, employees, elected and appointed officials, and volunteers from and against any and all claims and losses, costs or expenses for any damage resulting in death or injury to any person and/or injury or damage to any property resulting from any negligent act or omission of CONSULTANT or any of its officers, employees, agents, or subcontractors in the performance of this AGREEMENT. Such cost and expense shall include reasonable attorney fees.

13. CONFLICT OF INTEREST

(a) No CITY employee whose position with CITY enables such employee to influence the award of this AGREEMENT or any competing AGREEMENT, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONSULTANT or have any other direct or indirect financial interest in this AGREEMENT. No officer or employee of this CONSULTANT who may financially benefit from the performance of work hereunder shall in any way participate in the CITY's approval, or ongoing evaluation of such work, or in any way attempt to unlawfully influence CITY's approval or ongoing evaluation of such work.

(b) The CONSULTANT shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this AGREEMENT. The CONSULTANT warrants that it is not now aware of any facts that create a conflict of interest. If the CONSULTANT hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the CITY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this section shall be a material breach of this contract.

14. CONFIDENTIAL 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.

15. INSURANCE

(a) During the course of the term of this AGREEMENT, CONSULTANT shall maintain Professional Liability Insurance in a combined single limit of not less than \$2 million per claim and aggregate. CONSULTANT shall also maintain General Liability Insurance in a combined single limit of not less than \$2 million per claim and aggregate.

(b) CONSULTANT shall provide a certificate naming CITY as additional insured. CONSULTANT shall procure and maintain, for the duration of the AGREEMENT, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance or the work hereunder, and the results of that work by the CONSULTANT, his agents, representatives, employees or subcontractors.

16. 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.

17. 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.

18. 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.

19. 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.

20. ATTORNEY'S 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.

21. ENTIRE AGREEMENT

This AGREEMENT, including the attached Exhibits "A" and "B," 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 that 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.

22. 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).

IN WITNESS WHEREOF, this Professional Services Agreement has been executed by their duly authorized representatives.

CITY OF HAWTHORNE

[CONSULTANT]

By: _____
Vontray Norris
City Manager

By: _____
[Name]
[Title]

APPROVED AS TO FORM:

ATTEST:

By: _____
Robert M. Kim
City Attorney

By: _____
Dayna Williams-Hunter
City Clerk