



CITY OF HUNTINGTON BEACH

To: Honorable Chair and Finance Commissioners
From: Zack Zithisakthanakul, Chief Financial Officer
Date: October 13, 2026
Subject: **Supplemental Communication for the October 13, 2026, Finance Commission Meeting**

Attached is a Supplemental Communication to the Finance Commissioners (Received after distribution of the Agenda):

FINANCE COMMISSIONER ITEMS

#1. (26-882) - (2) emails received from a Commissioner regarding the 4th of July Subcommittee –Six Attachments

- Attachment #1 - 2026 City of HB_ Independence Day Celebration
- Attachment #2 - Questions for PSQ - v2
- Attachment #3 - RFP-Independence Day-Events DRAFT
- Attachment #4 - KABC Television, LLC (Licensee of KABC-TV) - 2026-03-12
- Attachment #5 - HB_Performance_Report - 2024-2026
- Attachment #6 - JCL_Traffic_Invoice_2024-2026



CITY OF HUNTINGTON BEACH
COMMUNITY & LIBRARY SERVICES DEPARTMENT
SPECIFIC EVENTS DIVISION



REQUEST FOR PROPOSAL (RFP)
for
Production and Management
of the City's Annual Independence Day Celebrations

Issued: September 07, 2023

Pre-Proposal Meeting: Monday, September 18, 2023 10am

RFP RESPONSE DUE DATE

Friday, September 29, 2023, by 4:00 PM PST

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BACKGROUND INFORMATION

Background

The City of Huntington Beach is widely known as Surf City, U.S.A. with 8.5 miles of beach and a popular surf culture that draws 4 million visitors annually. Beyond the beach, the City offers residents a charming community with ideal weather, a robust and diversified economy, a wide variety of housing, and an excellent education system. Huntington Beach is located along the Southern California coast in Orange County, 35 miles south of Los Angeles and 90 miles north of San Diego. Named for railroad magnate Henry Huntington who orchestrated its development, the City is now an epicenter of restaurants, entertainment, and outdoor activities recognized throughout the region.

The City's annual Independence Day Celebration (previously known as the 4th of July Celebration), has a long and colorful history in Huntington Beach. Today, it remains the City's longest held community tradition, with the 2027 event marking the 123rd annual Main Street Parade. It is a marquee event in Southern California and has great potential for growth and additional revenue generation.

The celebration first began in Huntington Beach on July 4, 1904, to commemorate the arrival of the first electric passenger train, linking the still unincorporated area with Long Beach and Los Angeles. The Board of Trade, a business association and forerunner of the Chamber of Commerce sponsored this first event. An estimated 50,000 visitors attended, many of which were enticed here by the efforts of real estate promoters. The initial celebration activities included fireworks, barbeques, speeches and games. The following years included such activities as tug-of wars, beauty contests, patriotic speeches, footraces, confetti battles, music, dancing, carnivals, airshows, penny scrambles, pie-eating contests, vaudeville acts, horse races and jalopy races.

During the years of 1943-46, no celebrations were held because of global war conflicts. From that point on, the parade and celebration has continued to be held in Huntington Beach each year. Some of the notable grand marshals have included movie stars such as Victor McLaglen, Jane Mansfield, Natalie Wood, Zsa Zsa Gabor, Robert Wagner, Mickey Rooney, Dorothy Lamoure, Lorenzo Lamas. Other celebrities serving as grand marshal include George Putnam, Buzz Aldrin, Johnny Grant, Lou Rawls, Steve Garvey of the Los Angeles Dodgers, and recently, Dallas Raines, and Lynette Romero from local news organizations.

In the early 1970's, the parade began to be operated by the City's Public Information Office, along with a

five-member Special Events Board, which formed to plan the 1976 bicentennial parade. That year, the parade gained national attention when it was selected as the official bicentennial parade for the State of California. In 1979, the Board became the Independence Day Executive Board, with individual members appointed by the City Council. In 2020, the City transitioned away from management by a City-appointed Board to the current model with a contracted event management firm responsible for the planning and execution of the City's Independence Day Event.

In 2023, by Resolution of the City of Huntington Beach City Council, the Celebration was rebranded, changing the name from the "4th of July" to "Independence Day."

In 2027, the City will celebrate its 123rd year of this remarkable Independence Day Celebration (Event). Known as the longest running Independence Day Parade and Festival west of the Mississippi, this multi-day experience is traditionally jammed packed with family fun and entertainment. The Event is regularly attended by generations of not only locals, but also visitors from throughout the State, across the country, and around the world. The core activations of the event are a parade, festival and carnival, a vendor fair, 5K run, pancake breakfast, live entertainment in Pier Plaza, and an evening program culminating with a fireworks extravaganza on the Pier. Other activations have enhanced the Event's main activities throughout the years. With viewing from the beach or VIP seating on the Pier, the large fireworks display is launched over the ocean from the end of the Pier, which lends to a spectacular backdrop for the array of bursting colors. In 2022, the Main Street Block Party was added to either kick-off or conclude the multi-day celebration, and the grassroots, community-organized bike parade has grown exponentially.

The parade and festival are held in the downtown area of the City including Main and surrounding streets, along with the Pier, Pier Plaza, and the 6th Street parking lot of the City beach. The Community Bike Parade follows the same route as the traditional Main Street parade along Main Street.

Purpose

The City of Huntington Beach Community & Library Services Department is pleased to issue this Request for Proposal (RFP) in order to select a qualified individual(s) or entity(s) to provide production and management services for the City of Huntington Beach's Annual Independence Day Celebration. The purpose of this RFP is to identify the most qualified, responsive, and responsible Proposer to be selected and enter into an agreement to provide these services for the City of Huntington Beach. The City may select more than one Contractor to achieve optimum deliverables for the Event, which herein, will be referred to as Contractor or Proposer.

The qualified Contractor must be able to provide thorough knowledge and applicable experience with large-scale events in a city comparable in size to Huntington Beach. Specific experience with parade management is preferred. The Contractor must be able to staff appropriately in order to provide quick response to Event questions, turnaround times for content, and be readily available for consultations with staff.

EVENTS | SCOPE OF WORK OVERVIEW

General Responsibilities of Contractor

The City seeks proposals from experienced event production and management contractors. The contract will require the selected Contractor to attend planning meetings with City staff, as needed. Contractor shall assume responsibility, in conjunction with the City, for all planning, sponsorship procurement, music and entertainment procurement, sub-contractor management, and volunteer coordination. In addition, Contractor shall be responsible for pre-event, day-of, and post-event public / media relations, pre-event, day-of, and post-event production and management, and all other facets of event production and management. Contractor will be responsible for financial oversight of all budgets and revenue streams and shall provide routine records to City upon request. Of note, deliverables should communicate the City's message of "family-friendly" events and activities. The City's objective is to provide residents, visitors, and event participants with an inclusive and safe environment where they may enjoy the wide array of festivities in our beautiful beach community.

To build a partnership with the selected Contractor, this RFP has been developed to assess the qualifications and approach of interested parties. Then, after reviewing the responses received, the City will identify the best fit to serve our annual Event.

Mainstay Events

The annual Independence Day Celebration must consist of, but not limited to, a Main Street Block Party, a multi-day Festival in Pier Plaza, the annual Parade on July 4th, which is held along a portion of Pacific Coast Highway, up Main Street to Clay Avenue; a Run event on PCH and the surrounding arterial roads; and the Fireworks Extravaganza off the Pier on the evening of July 4th. Estimated attendance of 500,000 is easily achieved during the Event. The Festival itself has consisted of music and entertainment, carnival rides, food vendors, artisans and crafters, product sales, and information distribution booths. A grass-roots Community Bike Parade has developed over the last few years, which historically takes place the Saturday before the

4th of July, and has grown to a very impressive size in scope. The City would like the Contractor to work with the community organizer to incorporate this event into the overall Independence Day Celebration experience.

In general, the selected Contractor should be able to provide or sub-contract the following services. These services are general in nature and are not all-inclusive of the duties and responsibilities of the Contractor.

- **Main Street Block Party:** Contractor will work with City staff, departments, and/or other agencies for the closure of Main Street, logistics, entertainment, vendors, and security for a block party. Contractor will also work in conjunction with local downtown businesses to avoid disruption of day-to-day business operations and/or their participation in the event. The Block Party will provide a live music experience and facilitate sponsor and VIP recognition program(s) on the stage. Contractor will also work with the HB Downtown Business Improvement District to develop a marketing campaign, including a QR Code system, create sponsor program opportunities and acquire sponsorships.
- **Community Bike Parade:** Coordinate with community organizers to present the Community Bike Parade in a safe and organized manner, by incorporating the event into the overall Independence Day Celebration experience. Contractor will work with City staff, departments, and other agencies if necessary, to manage street closures, sponsorships, marketing, and event logistics.
- **Parade Coordination and Services:** Coordinate with City Staff on all aspects and activities associated with conducting a large-scale parade, including, but not limited to: development and distribution of the parade application, rules and regulations (to be mutually agreed upon by City and Contractor), parade entries evaluation and selection, line-up, staging and disbanding, and Elected Officials and VIP coordination. Develop and provide clear and concise information to parade participants and the public, answering questions as needed in a timely manner. Parade participation information may include an application, participant passes, formation map, route, and disbanding areas. Coordinate logistics, security, and supplies/equipment needs with all applicable City Departments. Procure media coverage of the parade and provide scripts to the announcers. Coordinate with parade vehicles and floats and ensure compliance with Fire Department requirements. Provide the supplies needed to operate the parade staging areas, VIP areas, and announcer stations, as determined during the planning stage. Coordinate volunteer positions related to the execution of the 4th of July parade. Select grand marshals for the parade each year, with community input as necessary.

- **Festival Services:** Develop a participant application, create a site map, assign booth space, check-in/out festival vendors, and coordinate and oversee volunteer assignments. Contractor will work with City Staff and Departments regarding logistical planning, parking lot coordination, and security. Contractor will also develop a marketing campaign and acquire sponsorships.
- **Fireworks Show:** Procure goods / services needed, assure all City requirements are completed and adhered to, and develop and approve musical programming to accompany the fireworks show. Oversee firework vendor load-in on the Pier and assign staff onsite for the duration of the fireworks display. Contractor will be responsible for the sale of fireworks tickets, VIP experiences, and set-up of the viewing area on the Pier. Fireworks show is expected to be approximately 20-30 minutes, based on approved budget and/or donations for each year. Coordinate security with City Staff and Departments, and any applicable outside agencies.
- **Run Services:** Procure goods / services needed, manage the t-shirt order, coordinate marketing, oversee and develop runner registration, provide timing services, provide runner medals, and seek out and acquire Run sponsorships. The selected firm may reserve the right to subcontract the planning and execution for the run. Work with City Staff and Departments, and / or other agencies on logistics, safety, development of a route, and secure street closures. Coordinate a runner's expo, if applicable.

General Conditions: Prior to provision of services, Contractor, and any sub-contractors and vendors must meet City insurance requirements (see Attachment "A"), subject to City Attorney Office approval. Additionally, Contractor, sub-contractors, or vendors must provide evidence of a valid City-issued business license. The Contractor must complete and adhere to all conditions as outlined in the City's Specific Events permitting process. City will not be liable for any costs incurred by Proposer in the preparation or presentation of their RFP. Proposer shall provide description of past event production and management experience, including the type, size, and scope of the events. The Contractor will cultivate community connectedness and work with City staff, vendors, artists, and the local business community to foster cultural harmony and accessibility. Best industry or management practices may require additional services not noted in the RFP. Additionally, the Proposer is encouraged to propose additional concepts outside of the Scope of Services provided in this RFP, in order to enhance the Independence Day Celebration experience.

Branding

The City retains rights of ownership of the Event and Event name. All branding must be approved by City prior to public distribution. Contractor shall work with City's Public Information Office regarding City logos and branding criteria.

Terms of Agreement

After assessing the responses received, the City intends to enter into an initial 3-year Agreement with the selected Contractor, and upon mutual agreement, may renew on an annual basis up to two (2) additional 1-year terms. The City may enter into Agreements with more than one service provider, based on City needs and the qualifications of the responding firms. Additional contract details, including payment terms, will be developed with the identified Contractor, based on the provisions of the response submitted by the responding firm(s).

SUBMITTAL GUIDELINES

Schedule of Events

This RFP will be governed by the following schedule. Without exception, responses will not be accepted after this deadline. Respondents are required to adhere to the following:

- | | |
|--|---|
| ▪ Release of RFP: | Thursday, September 7, 2023 |
| ▪ MANDATORY Pre-Proposal Meeting: | 10 am, Monday, September 18, 2023 |
| ▪ Deadline for Written Questions: | Wednesday, September 20, 2023 |
| ▪ Responses to Question Posted on Web: | Thursday, September 25, 2023 |
| ▪ RFP Submittal Deadline: | Friday, September 29, 2023, by 4:00 P.M. |
| ▪ Tentative Interview Date (if needed): | Week of October 16, 2023 |
| ▪ RFP Evaluation Completed: | October 2023 |
| ▪ Present to City Council for Approval: | November 2023 |

MANDATORY PRE-PROPOSAL MEETING

A Mandatory Pre-Proposal Meeting will be held at 10:00 AM PST, on Monday, September 18, 2023 at City Hall, 2000 Main Street, Huntington Beach, CA 92648, in Meeting Room B-8. Attendance is MANDATORY if submitting a Proposal for this opportunity. Copies of the RFP will **NOT** be available onsite. The purpose of Pre-Proposal Meeting is to provide potential Proposers an opportunity to become familiar with the needs and requirements of the City for the Event, and to prevent any misunderstanding of the City's position. Submission of an offer will be *prima facie* that Proposer did, in fact, make the pre-proposal meeting and is aware of all conditions.

QUESTIONS AND INQUIRIES REGARDING THE RFP

All questions and requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in the RFP must be submitted in written form prior to the "Questions Deadline" listed above for response. Questions are to be submitted through the PlanetBids Q&A tab no later than 4:00 PM, Wednesday, September 20, 2023, for consideration. The ***sole point of contact*** for this Request for Proposal is:

Jennifer Anderson
City of Huntington Beach, Finance Dept.
(714) 374-1569
Email: Jennifer.Anderson@surfcity-hb.org

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City Council Member or City employee other than the contracting officer listed above regarding the RFP, except during the pre-proposal meeting. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted and no response other than written will be binding upon the City.

CONTENT OF RESPONSES

Responses submitted to the City should include the following components:

1. **Cover Letter**
 - a. A cover letter signed by the individual authorized to represent / negotiate on behalf of the responding firm, not to exceed 2-pages in length to summarize key elements of the RFP and serve as an introduction of the Proposer.
2. **Contractor Qualifications**
 - a. An overview of qualifications for the Contractor, which should include the type of organization, size, professional registration and affiliations of the company.
 - b. Provide the resume / background of the team members who will be working directly and regularly on the Event with the City as well as their roles, if any. Clearly identify the project lead who will be responsible for the day-to-day management of the contract.
 - c. Include an outline of relevant event projects. Responses should demonstrate specific details relating to large-scale event production and management.
 - d. Provide examples of work including but not limited to parades, festivals, fairs, concerts, runs, and fireworks shows. Response should include relevant information, type, size and

scope of the events. Responses may also include photos and diagrams.

- e. Provide experience working with advisory boards, committees and/or volunteers and their capacity within the event.
 - f. Provide 3-5 references from current or past clients, with an emphasis on governmental entities. Include information to ensure ease of contact (including but not limited to client name, project description, project start and end dates, and client project managers, name, telephone number, and email address). The City intends to and reserves the right to contact any references provided.
3. Understanding of and Proposed Approach to the RFP Scope of Work:
- a. Describe the Proposer's recommended approach to the City's vision and requirements for the Event, as outlined on Page 4 of this RFP (Events / Scope of Work Overview).
 - b. Provide a summary of the Contractor's goals and objectives for this Event, and how they align with the City's objectives.
 - c. Provide a summary of Proposer's methodology for the following:
 - Cash Handling Safeguards
 - Merchandise Revenue and Receipt Safeguards
 - Compliance with approved fee schedules
 - Record keeping of all event revenue streams
4. Estimated Costs
- a. Please provide the estimated costs for each individual item included within the Scope of Service, along with a fee schedule for on-call services, as needed.
 - b. Provide a proposed management fee for the core activations listed above (parade, festival, block party, run, fireworks, and community bike parade) not to exceed \$175,000. Activations proposed above and beyond the required scope of work may be considered and will be assessed at the proposed rate for on-call services.

SELECTION OF CONTRACTOR

RFP Assessment Process

The City will coordinate a review and evaluation of all responses received by the City in response to this RFP. As part of the assessment process, the City will place particular emphasis on the qualifications / experience of the individuals assigned to the project; directly relevant qualifications / experience of the Contractor; the ability for the Contractor to undertake the management of the RFP scope of work; and each Contractor's understanding and proposed approach to the project. The City may use some or all of

the following criteria in the evaluation process. The order in which they appear is not intended to indicate their relative importance.

1. Qualifications and experience of the responding Contractor(s)
2. Qualifications and experience of the individuals assigned to the contract
3. Overall ability to undertake and deploy the proposed production and management services for the City's Independence Day Celebration
4. Understanding and approach to the proposed scope of service
5. Recent references from clients with particular emphasis on local government
6. Past performance with the City of Huntington Beach, if applicable

Overall Assessment / Selection Process

After assessing all of the responses received, the most qualified respondents will be invited to participate in an interview with a review panel. Following that interview process, the City will identify and City Council will approve a selected Contractor to coordinate the Event. The selected Contractor will be asked to enter into a Professional Services Contract with the City. The anticipated timeline for these next steps is shown in the Schedule of Events on Page 8 of this RFP.

TERMS AND CONDITIONS

The following terms and conditions apply to this RFP:

1. All responses shall become the property of the City.
2. Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services rests solely with those making responses. Neither the City nor its representatives shall be responsible for any error or omission in this response, nor for the failure on the part of the respondents to determine the full extent of their exposures.
3. The City reserves the right to select Contractors from the responses received; to waive any or all informalities and / or irregularities; to re-advertise with either an identical or revised scope, or to cancel any requirement in its entirety; or to reject any or all responses received.
4. A response to this RFP does not constitute a formal bid, therefore, the City retains the right to contact any/all proposing Contractors after submittal in order to obtain supplemental information and/or clarification in either oral or written form. Furthermore, an explicit provision of this RFP is that any oral communication made is not binding on the City's response process.
5. The City will not be liable for, nor pay for any costs incurred by responding Contractor relating to

the preparation of any response for this RFP.

DRAFT

REQUEST FOR PROPOSAL
VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City, State and Zip Code: _____

E-Mail Address: _____

Phone: _____

Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION	☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL	☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP	☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Federal Tax Identification Number: _____

City of Huntington Beach Business License Number: _____

(If none, you must obtain a Huntington Beach Business License upon award of contract.)

City of Huntington Beach Business License Expiration Date: _____

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

[illegible]

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Vendor Type	Minimum Insurance Requirements					
	Automobile Liability	General Liability	Professional Liability	Property Insurance	Workers' Comp	Additional Insured Endorsements
<i>Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII. See Exhibits A1 - 4 for sample forms.</i> <i>Email: Justin.Wessels@surfcity-hb.org or Heather.Campbell@surfcity-hb.org Phone: 714-374-5378 or 714-536-5210. Fax: 714-536-5212.</i>						
<i>Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.</i>						
Licensees/Lessees: Any persons or entities who contract with the City for the use of public property.		Combined single limit bodily injury and property damage. Minimum of \$1,000,000 per occurrence. Allows up to \$5,000 deductible. <i>(Additional Insurance Endorsement is always required with General Liability Ins.)</i>		Full replacement cost with no coinsurance penalty provision.	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. <i>(See Note 1 below.)</i>	Include the policy number and Additional Insured Endorsement Requirement statement below. <i>(See Note 2.)</i>
Note 1 - Workers' Compensation Exemption: If entity has no employees, a signed Declaration of Non-Employee Status form is required.						
Note 2 - Additional Insured Endorsement Requirements: The City, its officers, elected or appointed officials, employees, agents, and volunteers are to be covered as additional insureds by separate attached endorsement(s) as respects liability arising out of action performed by or on behalf of the contractor, products and completed operations of the contractor, premises owned, occupied or used by the contractor, or automobiles owned, leased or borrowed by the contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City.						

CITY OF HUNTINGTON BEACH INSURANCE REQUIREMENTS

Huntington Beach City Council Resolution No. 2008-63 requires submittal of certificates of insurance evidencing the following minimum limits with a California admitted carrier with a current A.M. Best's Rating of no less than A:VII.

Any deductible other than those allowed in this matrix, self-insured retentions or similar forms of coverage limitations or modifications must be approved by the Risk Manager and City Attorney of the City of Huntington Beach. NOTE: Waivers and / or modifications are discouraged and will be considered only under extraordinary circumstances.

Vendor Type	Minimum Insurance Requirements
	Professional Liability
Design Professionals: Professional service contractors who contract with the City and/or provide architectural and/or engineering services to the City.	Minimum of \$1,000,000 per occurrence and in the aggregate. Allows up to \$10,000 deductible.
Professional Services: Services that involve the exercise of professional discretion and independent judgment based on an advanced or specialized knowledge, expertise or training gained by formal studies or experience or services which are not readily or efficiently procured by competitive bidding pursuant to HB Muni Code 3.02. Services includes but is not limited to those services provided by appraisers, architects, attorneys, engineers, instructors, insurance advisors, physicians and other specialized consultants.	
<u>Claims made policies are acceptable if the policy further provides that:</u> 1) The policy retroactive date coincides with or precedes the professional services contractor’s start of work (including subsequent policies purchased as renewals or replacements). 2) The professional services contractor will make every effort to maintain similar insurance during the required extended period of coverage following project completion, including the requirement of adding all additional insureds. 3) If insurance is terminated for any reason, professional services contractor agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this agreement or permit. 4) The reporting of circumstances or incidents that might give rise to future claims.	

PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

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PROFESSIONAL SERVICES CONTRACT BETWEEN
THE CITY OF HUNTINGTON BEACH AND

FOR

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Huntington Beach, a municipal corporation of the State of California, hereinafter referred to as "CITY, and _____, a _____ hereinafter referred to as "CONSULTANT."

WHEREAS, CITY desires to engage the services of a consultant to _____; and

Pursuant to documentation on file in the office of the City Clerk, the provisions of the Huntington Beach Municipal Code, Chapter 3.03, relating to procurement of professional service contracts have been complied with; and

CONSULTANT has been selected to perform these services,

NOW, THEREFORE, it is agreed by CITY and CONSULTANT as follows:

1. SCOPE OF SERVICES

CONSULTANT shall provide all services as described in **Exhibit "A,"** which is attached hereto and incorporated into this Agreement by this reference. These services shall sometimes hereinafter be referred to as the "PROJECT."

CONSULTANT hereby designates _____ who shall represent it and be its sole contact and agent in all consultations with CITY during the performance of this Agreement.

2. CITY STAFF ASSISTANCE

CITY shall assign a staff coordinator to work directly with CONSULTANT in the performance of this Agreement.

3. TERM; TIME OF PERFORMANCE

Time is of the essence of this Agreement. The services of CONSULTANT are to commence on _____, 20 (the "Commencement Date"). This Agreement shall automatically terminate three (3) years from the Commencement Date, unless extended or sooner terminated as provided herein. All tasks specified in **Exhibit "A"** shall be completed no later than _____ from the Commencement Date. The time for performance of the tasks identified in **Exhibit "A"** are generally to be shown in **Exhibit "A."** This schedule may be amended to benefit the PROJECT if mutually agreed to in writing by CITY and CONSULTANT.

In the event the Commencement Date precedes the Effective Date, CONSULTANT shall be bound by all terms and conditions as provided herein.

4. COMPENSATION

In consideration of the performance of the services described herein, CITY agrees to pay CONSULTANT on a time and materials basis at the rates specified in **Exhibit "B,"** which is attached hereto and incorporated by reference into this Agreement, a fee, including all costs and expenses, not to exceed _____ Dollars (\$_____).

5. EXTRA WORK

In the event CITY requires additional services not included in **Exhibit "A"** or changes in the scope of services described in **Exhibit "A,"** CONSULTANT will undertake such work only after receiving written authorization from CITY. Additional

compensation for such extra work shall be allowed only if the prior written approval of CITY is obtained.

6. METHOD OF PAYMENT

CONSULTANT shall be paid pursuant to the terms of **Exhibit "B."**

7. DISPOSITION OF PLANS, ESTIMATES AND OTHER DOCUMENTS

CONSULTANT agrees that title to all materials prepared hereunder, including, without limitation, all original drawings, designs, reports, both field and office notices, calculations, computer code, language, data or programs, maps, memoranda, letters and other documents, shall belong to CITY, and CONSULTANT shall turn these materials over to CITY upon expiration or termination of this Agreement or upon PROJECT completion, whichever shall occur first. These materials may be used by CITY as it sees fit.

8. HOLD HARMLESS

CONSULTANT hereby agrees to protect, defend, indemnify and hold harmless CITY, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with CONSULTANT's (or CONSULTANT's subcontractors, if any) negligent (or alleged negligent) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by CONSULTANT, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of CITY. CONSULTANT will conduct all defense at its sole cost and expense and CITY shall approve selection of CONSULTANT's counsel. This indemnity shall

apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by CONSULTANT.

9. PROFESSIONAL LIABILITY INSURANCE

CONSULTANT shall obtain and furnish to CITY a professional liability insurance policy covering the work performed by it hereunder. This policy shall provide coverage for CONSULTANT's professional liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and in the aggregate. The above- mentioned insurance shall not contain a self-insured retention without the express written consent of CITY; however an insurance policy "deductible" of Ten Thousand Dollars (\$10,000.00) or less is permitted. A claims-made policy shall be acceptable if the policy further provides that:

- A. The policy retroactive date coincides with or precedes the initiation of the scope of work (including subsequent policies purchased as renewals or replacements).
- B. CONSULTANT shall notify CITY of circumstances or incidents that might give rise to future claims.

CONSULTANT will make every effort to maintain similar insurance during the required extended period of coverage following PROJECT completion. If insurance is terminated for any reason, CONSULTANT agrees to purchase an extended reporting provision of at least two (2) years to report claims arising from work performed in connection with this Agreement.

If CONSULTANT fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the CITY with required proof that

insurance has been procured and is in force and paid for, the CITY shall have the right, at the CITY's election, to forthwith terminate this Agreement. Such termination shall not effect Consultant's right to be paid for its time and materials expended prior to notification of termination. CONSULTANT waives the right to receive compensation and agrees to indemnify the CITY for any work performed prior to approval of insurance by the CITY.

10. CERTIFICATE OF INSURANCE

Prior to commencing performance of the work hereunder, CONSULTANT shall furnish to CITY a certificate of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverage as required by this Agreement; the certificate shall:

- A. provide the name and policy number of each carrier and policy;
- B. state that the policy is currently in force; and
- C. shall promise that such policy shall not be suspended, voided or canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

CONSULTANT shall maintain the foregoing insurance coverage in force until the work under this Agreement is fully completed and accepted by CITY.

The requirement for carrying the foregoing insurance coverage shall not derogate from CONSULTANT's defense, hold harmless and indemnification obligations as set forth in this Agreement. CITY or its representative shall at all times have the right to demand the original or a copy of the policy of insurance. CONSULTANT shall pay, in a prompt and timely manner, the premiums on the insurance hereinabove required.

11. INDEPENDENT CONTRACTOR

CONSULTANT is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of CITY. CONSULTANT shall secure at its own cost and expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for CONSULTANT and its officers, agents and employees and all business licenses, if any, in connection with the PROJECT and/or the services to be performed hereunder.

12. TERMINATION OF AGREEMENT

All work required hereunder shall be performed in a good and workmanlike manner. CITY may terminate CONSULTANT's services hereunder at any time with or without cause, and whether or not the PROJECT is fully complete. Any termination of this Agreement by CITY shall be made in writing, notice of which shall be delivered to CONSULTANT as provided herein. In the event of termination, all finished and unfinished documents, exhibits, report, and evidence shall, at the option of CITY, become its property and shall be promptly delivered to it by CONSULTANT.

13. ASSIGNMENT AND DELEGATION

This Agreement is a personal service contract and the work hereunder shall not be assigned, delegated or subcontracted by CONSULTANT to any other person or entity without the prior express written consent of CITY. If an assignment, delegation or subcontract is approved, all approved assignees, delegates and subconsultants must satisfy the insurance requirements as set forth in Sections 9 and 10 hereinabove.

14. COPYRIGHTS/PATENTS

CITY shall own all rights to any patent or copyright on any work, item or material produced as a result of this Agreement.

15. CITY EMPLOYEES AND OFFICIALS

CONSULTANT shall employ no CITY official nor any regular CITY employee in the work performed pursuant to this Agreement. No officer or employee of CITY shall have any financial interest in this Agreement in violation of the applicable provisions of the California Government Code.

16. NOTICES

Any notices, certificates, or other communications hereunder shall be given either by personal delivery to CONSULTANT's agent (as designated in Section 1 hereinabove) or to CITY as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, to the addresses specified below. CITY and CONSULTANT may designate different addresses to which subsequent notices, certificates or other communications will be sent by notifying the other party via personal delivery, a reputable overnight carrier or U. S. certified mail-return receipt requested:

TO CITY:

City of Huntington Beach

ATTN: _____

2000 Main Street

Huntington Beach, CA 92648

TO CONSULTANT:

17. CONSENT

When CITY's consent/approval is required under this Agreement, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

18. MODIFICATION

No waiver or modification of any language in this Agreement shall be valid unless in writing and duly executed by both parties.

19. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this Agreement are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this Agreement.

20. INTERPRETATION OF THIS AGREEMENT

The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this Agreement. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this Agreement, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act

contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract, then the latter shall prevail, and the provision of this Agreement which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

21. DUPLICATE ORIGINAL

The original of this Agreement and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who has signed it.

22. IMMIGRATION

CONSULTANT shall be responsible for full compliance with the immigration and naturalization laws of the United States and shall, in particular, comply with the provisions of the United States Code regarding employment verification.

23. LEGAL SERVICES SUBCONTRACTING PROHIBITED

CONSULTANT and CITY agree that CITY is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. CONSULTANT understands that pursuant to *Huntington Beach City Charter* Section 309, the City Attorney is the exclusive legal counsel for CITY; and CITY shall not be liable for payment of any legal services expenses incurred by CONSULTANT.

24. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this Agreement or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the nonprevailing party.

25. SURVIVAL

Terms and conditions of this Agreement, which by their sense and context survive the expiration or termination of this Agreement, shall so survive.

26. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

27. SIGNATORIES

Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

CONSULTANT's Initials _____

28. ENTIRETY

The parties acknowledge and agree that they are entering into this Agreement freely and voluntarily following extensive arm's length negotiation, and that each has had the opportunity to consult with legal counsel prior to executing this Agreement. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise, have been made by that party or anyone acting on that party's behalf, which are not embodied in this Agreement, and that

that party has not executed this Agreement in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this Agreement. This Agreement, and the attached exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, and supersede all prior understandings and agreements whether oral or in writing between the parties respecting the subject matter hereof.

29. EFFECTIVE DATE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers. This Agreement shall be effective on the date of its approval by the City Attorney. This Agreement shall expire when terminated as provided herein.

CONSULTANT,

CITY OF HUNTINGTON BEACH,
a municipal corporation of the State of
California

COMPANY NAME

By: _____

City Administrator

INITIATED AND APPROVED:

print name

ITS: *(circle one)* Chairman/President/Vice President

Director/Chief

AND

By: _____

APPROVED AS TO FORM:

print name

ITS: *(circle one)* Secretary/Chief Financial Officer/Asst.
Secretary – Treasurer

City Attorney

Date _____

EXHIBIT "A"

A. STATEMENT OF WORK: (Narrative of work to be performed)

B. CONSULTANT'S DUTIES AND RESPONSIBILITIES:

1.

2.

C. CITY'S DUTIES AND RESPONSIBILITIES:

1.

2.

D. WORK PROGRAM/PROJECT SCHEDULE:

EXHIBIT "B"

Payment Schedule (Hourly Payment)

A. Hourly Rate

CONSULTANT'S fees for such services shall be based upon the following hourly rate and cost schedule:

B. Travel. Charges for time during travel are not reimbursable

C. Billing

1. All billing shall be done monthly in fifteen (15) minute increments and matched to an appropriate breakdown of the time that was taken to perform that work and who performed it.
2. Each month's bill should include a total to date. That total should provide, at a glance, the total fees and costs incurred to date for the project.
3. A copy of memoranda, letters, reports, calculations and other documentation prepared by CONSULTANT may be required to be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.
4. CONSULTANT shall submit to CITY an invoice for each monthly payment due. Such invoice shall:
 - A) Reference this Agreement;
 - B) Describe the services performed;
 - C) Show the total amount of the payment due;
 - D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
 - E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

5. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.

EXHIBIT "B"

Payment Schedule (Fixed Fee Payment)

1. CONSULTANT shall be entitled to monthly progress payments toward the fixed fee set forth herein in accordance with the following progress and payment schedules.

2. Delivery of work product: A copy of every memorandum, letter, report, calculation and other documentation prepared by CONSULTANT shall be submitted to CITY to demonstrate progress toward completion of tasks. In the event CITY rejects or has comments on any such product, CITY shall identify specific requirements for satisfactory completion.

3. CONSULTANT shall submit to CITY an invoice for each monthly progress payment due. Such invoice shall:

- A) Reference this Agreement;
- B) Describe the services performed;
- C) Show the total amount of the payment due;
- D) Include a certification by a principal member of CONSULTANT's firm that the work has been performed in accordance with the provisions of this Agreement; and
- E) For all payments include an estimate of the percentage of work completed.

Upon submission of any such invoice, if CITY is satisfied that CONSULTANT is making satisfactory progress toward completion of tasks in accordance with this Agreement, CITY shall approve the invoice, in which event payment shall be made within thirty (30) days of receipt of the invoice by CITY. Such approval shall not be unreasonably withheld. If CITY does not approve an invoice, CITY shall notify CONSULTANT in writing of the reasons for non-approval and the schedule of performance set forth in **Exhibit "A"** may at the option of CITY be suspended until the parties agree that past performance by CONSULTANT is in, or has been brought into compliance, or until this Agreement has expired or is terminated as provided herein.

4. Any billings for extra work or additional services authorized in advance and in writing by CITY shall be invoiced separately to CITY. Such invoice shall contain all of the information required above, and in addition shall list the hours expended and hourly rate charged for such time. Such invoices shall be approved by CITY if the work performed is in accordance with the extra work or additional services requested, and if CITY is satisfied that the statement of hours worked and costs incurred is accurate. Such approval shall not be unreasonably withheld. Any dispute between the parties concerning payment of such an invoice shall be treated as separate and apart from the ongoing performance of the remainder of this Agreement.