REQUEST FOR PROPOSALS

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Labor and Employment Legal Services

Submittal Deadline:
October 30, 2015, at 4:00 P.M.

Issued by: City of Hawaiian Gardens
Administration Department
21815 Pioneer Boulevard
Hawaiian Gardens, CA 90716
Phone: 562-420-2641
Website: www.hgcity.org

Release Date: September 24, 2015
INTRODUCTION
The City Council of the City of Hawaiian Gardens invites qualified legal firms or individuals to submit proposals to provide professional labor and employment law services as described in the service requirements section of this request for proposals (RFP).

BACKGROUND
The City of Hawaiian Gardens was incorporated in 1964 and is a residential community with a population of approximately 16,400. The City of Hawaiian Gardens is a General Law City with five City Council members elected at large operating under City Council and City Manager form of government. The City Council selects the Mayor and appoints the City Manager, City Attorney, and members of the City boards, commissions and committees.

Hawaiian Gardens encompasses approximately one (1) square mile and is bounded by the cities of Lakewood, Long Beach, Cypress, Los Alamitos, and Cerritos. The services by the City include administration, recreation services, public works and street maintenance, community development, planning and building inspection. Fire protection and paramedic service is provided by the Los Angeles County Fire Department with a fire station located in the City, and police protection services are provided by the Los Angeles County Sheriff's Department through the Lakewood Sheriff's Station. The FY 2014-2014 General Fund budget for the City of Hawaiian Gardens is over $19 million. More information can be found on the City’s website: www.hgcity.org

The City has approximately 80 employees. Its workforce is represented by two primary unions, Rank and File Unit and Management Chapter – American Federation of State, County and Municipal Employees (AFSCME), AFL-CIO, Local 3624, Council 36. There are approximately 67 employees in the AFSCME Rank and File Unit and 16 employees in the AFSCME Management Chapter.

SUBMISSION PROCESS AND GENERAL CONDITIONS
1. City Manager will review the submitted proposals and will recommend to the City Council the firm or individual with which to negotiate and reach a final agreement. The recommendation will be based equally upon the respondent’s background and experience, references, and responsiveness to the RFP. The City of Hawaiian Gardens reserves the right to reject any and all proposals and to award the project in the best interests of the City.

2. Respondents should submit four (4) printed copies and one (1) electronic copy in PDF format to:

   Ernesto Marquez, City Manager
   City of Hawaiian Gardens
   21815 Pioneer Blvd.
   Hawaiian Gardens, CA 90716
   Email: emarquez@hgcity.org
Proposals should be marked “City of Hawaiian Gardens - Labor and Employment Services RFP” on the envelope. Proposals submitted via facsimile will not be accepted.

3. Deadline for submitting: (1) original and (3) printed copies; and one (1) electronic copy of the proposal must be received by the City of Hawaiian Gardens by 4:00 p.m. on Friday, October 30, 2015.

4. All questions regarding the RFP should be emailed to Ernesto Marquez, City Manager, (emarquez@hgcity.org). Questions should be received by 5:00 p.m. on October 15, 2015.

5. The City of Hawaiian Gardens is not liable for any costs incurred by a respondent in the preparation and/or presentation of the proposal.

6. All responses to the RFP accepted by the City of Hawaiian Gardens shall become the exclusive property of the City. All proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal which are defined by the contractor as business or trade secrets and plainly marked as "Trade Secret", "Confidential" or "Proprietary". Each element of a proposal which a contractor desires not to be considered a public record must be clearly marked as set forth above, and any blanket statement (i.e. regarding entire pages, documents or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for any damages resulting from the disclosure of any such records or part thereof. If the City receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of respondents. In the event that a demand for disclosure of information designated as “confidential and/or proprietary” by a respondent is made, the City as a courtesy will notify the respondent in writing of such demand and will furnish to the respondent a copy of the City’s written response to the requestor. Respondents may then pursue, at their sole cost and expense, all appropriate legal action necessary to maintain the confidentiality of such information. It would be the sole responsibility of each respondent to assert any applicable privileges or reasons why the document should not be produced, and to obtain a court order prohibiting disclosure.

7. The City reserves the right to accept or reject any or all proposals or portions thereof without stated cause. Upon selection of a finalist, the City by its proper officials shall attempt to negotiate and reach a final agreement with the finalist. If the City, for any reason, is unable to reach a final agreement with this finalist; the City then reserves the right to reject such finalist and negotiate a final agreement with another finalist who has the next most viable proposal. The City may also elect to reject all proposals and re-issue a new RFP.

8. Clarification of proposals: The City reserves the right to obtain clarification of any point in a consultant’s proposal or obtain additional information. Any request for clarification or other correspondence related to the RFP shall be in writing or email, and a response shall be provided within two (2) business days.
9. The City is not bound to accept the proposal with the lowest cost, but may accept the proposal that demonstrates the best ability and most qualified to meet the needs of the City. The City reserves the right to waive any formalities, defects, or irregularities, in any proposal, response, and/or submittal where the acceptance, rejection, or waiving of such is in the best interests of the City.

10. The City reserves the right to disqualify any proposal, before or after opening, upon evidence of collusion, intent to defraud, or any other illegal practice on the part of the consultant.

EQUAL OPPORTUNITY
The City of Hawaiian Gardens requires all respondents to comply with equal opportunity policies. The City of Hawaiian Gardens programs, services, employment opportunities, and volunteer positions and contracts are open to all persons without regard to race, religion, color, national origin, sex, age, marital status, handicap, or political affiliation.

INDEPENDENT CONTRACTOR
The Labor and Employment Law Attorney will be an independent contractor. All persons employed by a firm in accordance with a contract resulting from this RFP will be employees of the firm and not the City of Hawaiian Gardens.

STANDARD TERMS AND CONDITIONS
Prior to the award of any work, the City and Contractor shall enter into the written contract attached as the Standard Agreement. Respondents to this RFP are strongly advised to review all the terms and conditions of the contract.

SECTION II
SERVICE REQUIREMENTS

SCOPE OF WORK
The City is seeking a qualified legal firm or individual who has expertise and substantial experience in public sector employment and labor relations matters. The Labor and Employment Law Attorney will provide legal advice and represent the City in legal matters which include, but are not limited to: employment contract review; employee leaves of absence, unemployment benefits, retirement benefits, compliance with the following laws: FMLA/CFRA, ADA, Title VII, ADEA, FLSA, PEPRA; wrongful termination, reasonable accommodations, retaliation, discrimination, harassment, and reductions in workforce; wage, hour and overtime standards; disciplinary actions; grievance processing and responses; collective bargaining and labor contract application and interpretation; employment-related meetings, hearings, litigation and binding arbitrations; conduct review and analysis in hiring and termination practices, workplace policies and procedures. The Labor Relations and Employment Law Attorney will also provide compliance training, conduct investigations and prepare position statements, attend City Council meetings to advise on any of the above issues, and provide updates on current legal issues concerning California public sector employers.
SECTION III
PROPOSAL FORM AND CONTENT

PROPOSAL SUBMITTAL
All pages of the proposal must be numbered consecutively. The proposal shall not exceed ten (10) pages in length. Resumes and licenses shall not count against this page limit. The proposal must be organized in accordance with the list of proposal contents.

Proposal Form and Content
Respondents must include the following items in their proposals addressing the scope of work in Section II. All items must fall within the maximum page count. Proposals and cost schedule shall be valid and binding for ninety (90) days following the proposal due date and will become part of the contract that is negotiated with the City.

A. Letter of Transmittal
Include a cover letter signed by individual or a duly authorized representative of the firm. The cover letter must include name, address, telephone number and e-mail address of the responder submitting the proposal. In addition, the name, title, address, telephone number, fax number and e-mail address of the person or persons to contact whom are authorized to represent the respondent and to whom the correspondence should be directed should also be included.

B. Table of Contents
Include a clear identification of the submitted material by section and by page number.

C. Statement of Understanding
Include a detailed statement of understanding of the Labor and Employment Law Services to be provided. If there are services listed in this RFP that the respondent will not be able to provide, describe those services in this section.

D. Experience and Background:
A brief history and experience of the firm or individual to whom would be providing the consulting services. Proposals should contain information that includes the number of years in business of providing labor relations and employment law services, as well as the following:

1) Regular and continuous engagement in the business for at least five (5) years prior to the date of this RFP issue;
2) Knowledge of applicable federal and state labor laws and practices, structure and operation of local government laws, practices and procedures in employment and labor relations in a municipal government, current employer-employee relations practices, trends and major problems, and employee benefit and retirement programs;
3) Advanced skill level and demonstrated experience in addressing complex and multi-faceted public sector employment and labor relations matters, principles of the collective bargaining process and dispute resolution in the public and/or private sector, establishing cooperative labor-management relationships, working cooperatively with elected officials and staff, and written and oral communication including the policy development and contact language.
4) Extensive experience working in the public sector and with labor unions.

E. Staffing
List the staff anticipated to provide the labor and employment law services for the City of Hawaiian Gardens, including disciplines and degrees, as appropriate. Indicate the qualifications, training and experience of each team member.

F. References
Provide five (5) references for which the firm or individual specified in proposal has performed relevant work for within the last three (3) years. Include in your description the name of the agency, size, array of services provided, key contact person, contact information and dates of service. The references should be inclusive of public sector and government agencies.

G. Fee Schedule
Each proposal must include a detailed explanation of the cost to be charged to the City for consulting services outlined in Section II- Service Requirements. Please provide the retainer fee (if any proposed) and rates in a table format.

H. Additional Information
Any other information that the respondent feels applicable to the evaluation of the proposal or of their qualification for accomplishing the legal services should be included in this section. You may use this section to address those aspects of your services that distinguish your firm from other firms.

ATTACHMENTS

A. Standard Professional Service Agreement
CITY OF HAWAIIAN GARDENS

AGREEMENT FOR PROFESSIONAL SERVICES

Labor and Employment Legal Services

THIS AGREEMENT, is made and effective as of __________, 2015, between the City of Hawaiian Gardens, a municipal corporation ("City") and, __________ ("Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

   A. This Agreement shall be effective ___________ until terminated as provided for in subsection B below.

   B. City and Contractor may terminate this Agreement at any time subject to 30 days’ notice to the other party. Notice shall be complete when delivered in person or by facsimile or within 48 hours of deposit in the U.S. mail, postage prepaid, whichever is earlier. Termination shall be effective immediately upon notice, as described herein, unless a longer period of time is specified in the notice.

   C. In the event this Agreement is terminated by City, Contractor shall be paid the value of services performed pursuant to this Agreement prior to the effective date of termination, less the amount of any payments previously made.

2. SERVICES

   Subject to the terms of this Agreement, Contractor shall perform the scope of work identified in Exhibit “A” attached hereto and incorporated herein by this reference. This includes, but is not limited to providing personnel and resources to provide all professional services necessary to provide labor and employment law consulting services. If there is any conflict between Exhibit “A” and this Agreement, the provisions of this Agreement shall prevail.

3. PERFORMANCE

   Contractor shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement. Contractor represents it is skilled in the professional calling necessary to perform the
services and duties agreed to hereunder by Contractor, and City relies upon the skills and knowledge of Contractor. Contractor shall perform such services and duties consistent with the standards generally recognized as being employed by professionals performing similar service in the State of California.

4. **CONTRACT MANAGEMENT**

   A. The City Manager shall represent City in all matters pertaining to the administration of this Agreement, shall review and approve all services submitted by Contractor, including the authority to expand the tasks to be performed or to revise the compensation due to Contractor, subject to the authority granted by the City Council.

   B. The following principal of Contractor is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the services to be performed under this Agreement and to make all decisions in connection therewith: __________ [name & title]. It is expressly understood that the experience, knowledge, education, capability, expertise, and reputation of the foregoing principal is a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principal shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services performed hereunder. The foregoing principal may not be changed by Contractor without prior written approval of the City Manager, which approval shall not be unreasonably withheld.

5. **PAYMENT**

   A. The City agrees to pay Contractor, in accordance with the payment rates and terms and the schedule of payment as set forth in the scope of work, Exhibit “A.”

   B. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement, which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said additional services.

   C. Contractor will submit invoices monthly for services based on the schedule of payment as set forth in Exhibit “A.” Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be
made within thirty (30) days of receipt of each invoice as to all nondisputed charges. If the City disputes any of Contractor's charges, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed charges set forth on the invoice.

6. **FAMILIARITY WITH WORK**

By executing this Agreement, Contractor warrants that it (a) has thoroughly investigated and considered the Scope of Work or services to be performed, (b) has carefully considered how the services should be performed and has carefully examined the location or locations at or with respect to where such services or work is to be performed, and (c) fully understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of any services hereunder. Should the Contractor discover any latent or unknown conditions that will materially affect the performance of the services hereunder, Contractor shall immediately inform City of such fact and shall not proceed except at Contractor's risk until written instructions are received from City.

7. **DEFAULT OF CONTRACTOR**

A. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

B. If the City Manager determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, he/she shall cause to be served upon the Contractor a written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement. Further, in the event that City terminates this Agreement for cause as provided hereunder, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default.
8. **OWNERSHIP OF DOCUMENTS**

All documents prepared or obtained under this Agreement including electronic media shall be delivered to, and shall become the property of the City.

9. **INDEMNIFICATION BY CONTRACTOR**

   A. All officers, agents, employees, sub-Contractors, their agents, officers and employees who are hired by or engaged by Contractor in the performance of this Agreement shall be deemed officers, agents and employees and sub-Contractors of Contractor, and City shall not be liable or responsible to them for anything whatsoever.

   B. Contractor agrees to save, keep, hold harmless and defend City and all of its elected and appointed boards, commissions, officers, employees and agents from all claims, damages, costs or expenses in law and in equity, including costs of suit and expenses for legal services, that may at any time arise or be claimed because of damage to property or injury to persons, including City, received or suffered by reason of any wrongful or negligent act or omission on the part of Contractor or any of its agents, officers and employees and sub-Contractors in the performance of this Agreement.

   C. Contractor shall not be deemed to assume any liability for wrongful or negligent acts of City or its officers, agents, employees and sub-Contractors.

10. **INSURANCE.**

On or before beginning any of the services or work called for by any term of this Agreement, Contractor, at its own cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to City, the insurance specified below with insurers and under forms of insurance satisfactory in all respects to the City. Contractor shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Contractor has also been obtained for the subcontractor. Insurance required herein shall be provided by Insurers in good standing with the State of California and having a minimum Best's Guide Rating of A- Class VII or better.

   A. Comprehensive General Liability.

   Throughout the term of this Agreement, Contractor shall maintain in full force and effect Comprehensive General Liability coverage in an amount not less than one million dollars per occurrence ($1,000,000.00), combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability
Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit.

B. Comprehensive Automobile Liability.

Throughout the term of this Agreement, Contractor shall maintain in full force and effect Comprehensive Automobile Liability coverage, including owned, hired and non-owned vehicles in an amount not less than one million dollars per occurrence ($1,000,000.00).

C. Worker's Compensation.

If Contractor intends to employ employees to perform services under this Agreement, Contractor shall obtain and maintain, during the term of this Agreement, Worker's Compensation Employer's Liability Insurance in the statutory amount as required by state law.

D. Proof of Insurance Requirements/Endorsement.

Prior to beginning any work under this Agreement, Contractor shall submit the insurance certificates, including the deductible or self-retention amount, and an additional insured endorsement naming City, its officers, employees, agents, and volunteers as additional insureds as respects each of the following: Liability arising out of activities performed by or on behalf of Contractor, including the insured’s general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded City, its officers, employees, agents, or volunteers.

E. Errors and Omissions Coverage [For Professionals with Exclusions in General Liability Coverage].

Throughout the term of this Agreement, Contractor shall maintain Errors and Omissions Coverage (professional liability coverage) in an amount of not less than One Million Dollars ($1,000,000).

F. Notice of Cancellation/Termination of Insurance.

The above policy/policies shall not terminate, nor shall they be cancelled, nor the coverages reduced, until after thirty (30) days' written notice is given to City, except that ten (10) days' notice shall be given if there is a cancellation due to failure to pay a premium.
G. Terms of Compensation.

Contractor shall not receive any compensation until all insurance provisions have been satisfied.

11. INDEPENDENT CONTRACTOR

A. Contractor is and shall at all times remain as to the City a wholly independent Contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

B. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees and/or charges paid to Contractor as provided for in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

12. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of 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 Contractor shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with Contractor's legal responsibilities.

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

A. All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City.
Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

B. Contractor shall promptly notify City should Contractor, its officers, employees, agents, or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate fully with City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. **NOTICES**

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City:   City of Hawaiian Gardens  
Attention: City Manager  
21815 Pioneer Blvd.  
Hawaiian Gardens, California 90716

To Contractor:   __________


15. **ASSIGNMENT**

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, to any third party without the prior written consent of the City. Such written consent shall not be unreasonably withheld.

16. **LICENSES**

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.
17. **GOVERNING LAW**

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the state or federal district court with jurisdiction over the City of Hawaiian Gardens.

18. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. **SEVERABILITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

20. **CONTENTS OF PROPOSAL**

Contractor is bound by the contents of the proposal submitted by the Contractor, Exhibit “A” hereto.

21. **ATTORNEY’S FEES**

If any action at law or suit in equity, including an action for declaratory relief, is brought by either party with respect to this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, in addition to any other relief to which it may be entitled, and such amount may be added to, and made a part of, such judgment.

22. **APPROPRIATIONS**

This Agreement is subject to and contingent upon funds being appropriated therefore by the City Council for each fiscal year covered by the Agreement. If such appropriations are not made, this Agreement shall automatically terminate without penalty to City.
23. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

24. **WAIVER**

The waiver by either party of a breach by the other of any provision of this agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this agreement.

25. **TIME OF ESSENCE**

Time is of the essence in the performance of this Agreement. The time for completion of the services to be performed by Contractor is an essential condition of this Agreement. Contractor shall prosecute regularly and diligently the work of this Agreement according to the agreed upon Scope of Work (Exhibit “A”).

26. **FORCE MAJEURE**

The time period(s) specified in the Scope of Work for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor (financial inability excepted), including, but not limited to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, and/or acts of any governmental agency, including the City, if Contractor, within ten (10) days of the commencement of such delay, notifies the City Manager in writing of the causes of the delay. The City Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City Manager such delay is justified. The City Manager's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this section.

27. **AMENDMENTS**

This Agreement may be modified or amended only by a written document executed by both Contractor and the City Manager and approved as to form by the City Attorney; otherwise as specifically approved by the City Council. Such
document shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

28. **COUNTERPARTS**

This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument but the parties agree that the Agreement on file in the Office of City’s City Clerk is the version of the Agreement that shall take precedent should any differences exist among counterparts of the document.

[SIGNATURE PAGE FOLLOWS]
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF HAWAIIAN GARDENS

By: _____________________________  By: _____________________________
   Ernesto Marquez, City Manager

ATTEST:

By: _____________________________  By: _____________________________
   Suzanne Underwood, City Clerk

APPROVED AS TO FORM:

__________________________________
City Attorney