



**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF HERMOSA BEACH AND FULLERTON CONSULTING PARTNERS
TO PROVIDE A CIVIC CENTER COMMUNITY OUTREACH TECHNICAL SUPPORT**

This AGREEMENT is entered into this 23RD day of January 2024, by and between the CITY OF HERMOSA BEACH, a California general law City and municipal corporation ("CITY") and FULLERTON CONSULTING PARTNERS LLC, a limited liability company ("CONSULTANT").

RECITALS

- A. The City and the CONSULTANT completed an Initial Feasibility Study regarding Civic Facilities and now desire to engage the community on the project scope and alternatives.
- B. The City will issue a request for Proposals (RFP) to secure an outside firm to provide community outreach services and will require CONSULTANTS assistance to present project alternatives and guide the community through the community engagement process.
- C. The City does not have the personnel able and/or available to perform the services required under this agreement and therefore, the City desires to contract for consulting services to accomplish this work.
- D. The CONSULTANT warrants to the City that it has the qualifications, experience and facilities to perform properly and timely the services under this Agreement.
- E. The City desires to contract with the CONSULTANT to perform the services as described in Exhibit A of this Agreement.

NOW, THEREFORE, based on the foregoing recitals, the City and the Consultant agree as follows:

- 1** CONSIDERATION AND COMPENSATION As partial consideration, CONSULTANT agrees to perform the work listed in the SCOPE OF SERVICES, attached as EXHIBIT A.

As additional consideration, CONSULTANT and CITY agree to abide by the terms and conditions contained in this Agreement.

As additional consideration, CITY agrees to pay CONSULTANT an amount not to exceed \$43,750, for CONSULTANT's services listed under EXHIBIT A, unless otherwise specified by written amendment to this Agreement.

No additional compensation shall be paid for any other expenses incurred, unless first approved by the City Manager or his/her designee.

CONSULTANT shall submit to CITY, by not later than the 10th day of each month, its invoice for services itemizing the fees and costs incurred during the previous month. CITY shall pay CONSULTANT all uncontested amounts set forth in CONSULTANT's invoice within 30 days after it is received.

- 2** SCOPE OF SERVICES. CONSULTANT will perform the services and activities set forth in the SCOPE OF SERVICE attached hereto as EXHIBIT A and incorporated herein by this reference.



Except as herein otherwise expressly specified to be furnished by CITY, CONSULTANT will, in a professional manner, furnish all of the labor, technical, administrative, professional and other personnel, all supplies and materials, equipment, printing, vehicles, transportation, office space, and facilities necessary or proper to perform and complete the work and provide the professional services required of CONSULTANT by this Agreement.

- 3 PAYMENTS. For CITY to pay CONSULTANT as specified by this Agreement, CONSULTANT must submit an invoice to CITY which lists the reimbursable costs, the specific tasks performed, and, for work that includes deliverables, the percentage of the task completed during the billing period in accordance with the schedule of compensation incorporated in "Exhibit A."
- 4 TIME OF PERFORMANCE. The services of the CONTRACTOR are to commence upon receipt of a notice to proceed from the CITY and shall continue until all authorized work is completed to the CITY's reasonable satisfaction, in accordance with the schedule incorporated in "Exhibit A," unless extended in writing by the CITY.
- 5 FAMILIARITY WITH WORK. By executing this Agreement, CONSULTANT represents that CONSULTANT has (a) thoroughly investigated and considered the scope of services to be performed; (b) carefully considered how the services should be performed; and (c) understands the facilities, difficulties, and restrictions attending performance of the services under this Agreement.
- 6 KEY PERSONNEL. CONSULTANT's key person assigned to perform work under this Agreement is Jeffrey Fullerton. CONSULTANT shall not assign another person to be in charge of the work contemplated by this Agreement without the prior written authorization of the City.
- 7 TERM OF AGREEMENT. The term of this Agreement shall commence upon execution by both parties and shall expire on December 31, 2024, unless earlier termination occurs under Section 11 of this Agreement, or this Agreement is extended in writing in advance by both parties.
- 8 CHANGES. CITY may order changes in the services within the general scope of this Agreement, consisting of additions, deletions, or other revisions, and the contract sum and the contract time will be adjusted accordingly. All such changes must be authorized in writing, executed by CONSULTANT and CITY. The cost or credit to CITY resulting from changes in the services will be determined in accordance with written agreement between the parties.
- 9 TAXPAYER IDENTIFICATION NUMBER. CONSULTANT will provide CITY with a Taxpayer Identification Number.
- 10 PERMITS AND LICENSES. CONTRACTOR will obtain and maintain during the term of this Agreement all necessary permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
- 11 TERMINATION. Except as otherwise provided, CITY may terminate this Agreement at any time with or without cause. Notice of termination shall be in writing.

CONSULTANT may terminate this Agreement. Notice will be in writing at least 30 days before the effective termination date.

In the event of such termination, the CONTRACTOR shall cease services as of the date of termination, and all finished or unfinished documents, data, drawings, maps, and other materials prepared by CONSULTANT shall, at CITY's option, become CITY's property, and CONSULTANT will receive just and equitable compensation for any work satisfactorily completed up to the effective date of notice of termination.

Should the Agreement be terminated pursuant to this Section, CITY may procure on its own terms services similar to those terminated.



12 INDEMNIFICATION. CONSULTANT shall indemnify, defend with counsel approved by CITY, and hold harmless CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, regardless of CITY'S passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the CITY. Should CITY in its sole discretion find CONSULTANT'S legal counsel unacceptable, then CONSULTANT shall reimburse the CITY its costs of defense, including without limitation reasonable attorneys fees, expert fees and all other costs and fees of litigation. The CONSULTANT shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

The requirements as to the types and limits of insurance coverage to be maintained by CONSULTANT as required by Section 17, and any approval of said insurance by CITY, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONSULTANT pursuant to this Agreement, including, without limitation, to the provisions concerning indemnification.

13 ASSIGNABILITY. This Agreement is for CONSULTANT's professional services. CONSULTANT's attempts to assign the benefits or burdens of this Agreement without CITY's written approval are prohibited and will be null and void.

14 INDEPENDENT CONTRACTOR. CITY and CONSULTANT agree that CONSULTANT will act as an independent contractor and will have control of all work and the manner in which it is performed. CONSULTANT will be free to contract for similar service to be performed for other employers while under contract with CITY. CONSULTANT is not an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides for its employees. Any provision in this Agreement that may appear to give CITY the right to direct CONSULTANT as to the details of doing the work or to exercise a measure of control over the work means that CONSULTANT will follow the direction of the CITY as to end results of the work only.

15 AUDIT OF RECORDS. CONSULTANT agrees that CITY, or designee, has the right to review, obtain, and copy all records pertaining to the performance of this Agreement. CONSULTANT agrees to provide CITY, or designee, with any relevant information requested and will permit CITY, or designee, access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this Agreement. CONSULTANT further agrees to maintain such records for a period of three (3) years following final payment under this Agreement.

CONSULTANT will keep all books, records, accounts and documents pertaining to this Agreement separate from other activities unrelated to this Agreement.

16 CORRECTIVE MEASURES. CONSULTANT will promptly implement any corrective measures required by CITY regarding the requirements and obligations of this Agreement. CONSULTANT will be given a reasonable amount of time as determined by the City to implement said corrective measures. Failure of CONSULTANT to implement required corrective measures shall result in immediate termination of this Agreement.



17 INSURANCE REQUIREMENTS.

- A. The CONSULTANT, at the CONSULTANT's own cost and expense, shall procure and maintain, for the duration of the contract, the following insurance policies:
1. Workers Compensation Insurance as required by law. The Consultant shall require all subcontractors similarly to provide such compensation insurance for their respective employees. Any notice of cancellation or non-renewal of all Workers' Compensation policies must be received by the CITY at least thirty (30) days prior to such change. The insurer shall agree to waive all rights of subrogation against the CITY, its officers, agents, employees, and volunteers for losses arising from work performed by the CONTRACTOR for City.
 2. General Liability Coverage. The CONSULTANT shall maintain commercial general liability insurance in an amount of not less than one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage. 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.
 3. Automobile Liability Coverage. CONSULTANT shall maintain personal automobile insurance for purposes of commuting.
 4. Professional Liability Coverage. The CONSULTANT shall maintain professional errors and omissions liability insurance for protection against claims alleging negligent acts, errors, or omissions which may arise from the CONSULTANT'S operations under this Agreement, whether such operations be by the CONSULTANT or by its employees, subcontractors, or subconsultants. The amount of this insurance shall not be less than one million dollars (\$1,000,000) on a claims-made annual aggregate basis, or a combined single-limit-per-occurrence basis. When coverage is provided on a "claims made basis," CONSULTANT will continue to renew the insurance for a period of three (3) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONSULTANT for all claims made by CITY arising out of any errors or omissions of CONSULTANT, or its officers, employees or agents during the time this Agreement was in effect.
- B. Endorsements. Each general liability, automobile liability and professional liability insurance policy shall be issued by a financially responsible insurance company or companies admitted and authorized to do business in the State of California, or which is approved in writing by City, and shall be endorsed as follows. CONSULTANT also agrees to require all contractors, and subcontractors to do likewise.
1. "The CITY, its elected or appointed officers, officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of work performed by or on behalf of the CONSULTANT, including materials, parts, or equipment furnished in connection with such work or operations."
 2. This policy shall be considered primary insurance as respects the CITY, its elected or appointed officers, officials, employees, agents, and volunteers. Any insurance maintained by the CITY, including any self-insured retention the CITY may have, shall be considered excess insurance only and shall not contribute with this policy.
 3. This insurance shall act for each insured and additional insured as though a separate policy had been written for each, except with respect to the limits of liability of the insuring company.
 4. The insurer waives all rights of subrogation against the CITY, its elected or appointed officers, officials, employees, or agents.



5. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its elected or appointed officers, officials, employees, agents, or volunteers.
 6. The insurance provided by this policy shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days written notice has been received by the CITY.
- C. CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against Contractor arising out of the work performed under this agreement. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.
 - D. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the CITY's option, the CONSULTANT shall demonstrate financial capability for payment of such deductibles or self-insured retentions.
 - E. The CONSULTANT shall provide certificates of insurance with original endorsements to the CITY as evidence of the insurance coverage required herein. Certificates of such insurance shall be filed with the CITY on or before commencement of performance of this Agreement. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement.
 - F. Failure on the part of the CONSULTANT to procure or maintain required insurance shall constitute a material breach of contract under which the CITY may terminate this Agreement pursuant to Section 11 above.
 - G. The commercial general and automobile liability policies required by this Agreement shall allow City, as additional insured, to satisfy the self-insured retention ("SIR") and/or deductible of the policy in lieu of the Consultant (as the named insured) should Consultant fail to pay the SIR or deductible requirements. The amount of the SIR or deductible shall be subject to the approval of the City Attorney and the Finance Director. Consultant understands and agrees that satisfaction of this requirement is an express condition precedent to the effectiveness of this Agreement. Failure by Consultant as primary insured to pay its SIR or deductible constitutes a material breach of this Agreement. Should City pay the SIR or deductible on Consultant's behalf upon the Consultant's failure or refusal to do so in order to secure defense and indemnification as an additional insured under the policy, City may include such amounts as damages in any action against Consultant for breach of this Agreement in addition to any other damages incurred by City due to the breach.
- 18 USE OF OTHER CONSULTANTS.** CONSULTANT must obtain CITY's prior written approval to use any sub-consultants while performing any portion of this Agreement. Such approval must include approval of the proposed consultant and the terms of compensation.
- 19 FINAL PAYMENT ACCEPTANCE CONSTITUTES RELEASE.** The acceptance by the CONSULTANT of the final payment made under this Agreement shall operate as and be a release of the CITY from all claims and liabilities for compensation to the CONSULTANT for anything done, furnished or relating to the CONSULTANT'S work or services. Acceptance of payment shall be any negotiation of the CITY'S check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by the CITY shall not constitute, nor be deemed, a release of the responsibility and liability of the CONSULTANT, its employees, sub-consultants and agents for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the CITY for any defect or error in the work prepared by the Consultant, its employees, sub-consultants and agents.



- 20 CORRECTIONS.** In addition to the above indemnification obligations, the CONSULTANT shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Consultant's report or plans. Should the Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by the CITY, and the cost thereof shall be charged to the CONSULTANT. In addition to all other available remedies, the City may deduct the cost of such correction from any retention amount held by the City or may withhold payment otherwise owed CONSULTANT under this Agreement up to the amount of the cost of correction.
- 21 NON-APPROPRIATION OF FUNDS.** Payments to be made to CONSULTANT by CITY for services performed within the current fiscal year are within the current fiscal budget and within an available, unexhausted fund. In the event that CITY does not appropriate sufficient funds for payment of CONSULTANT'S services beyond the current fiscal year, the Agreement shall cover payment for CONSULTANT'S services only to the conclusion of the last fiscal year in which CITY appropriates sufficient funds and shall automatically terminate at the conclusion of such fiscal year.
- 22 NOTICES.** All communications to either party by the other party will be deemed made when received by such party at its respective name and address as follows:

CITY	CONSULTANT
City of Hermosa Beach 1315 Valley Drive Hermosa Beach, CA 90254 ATTN: Suja Lowenthal	Fullerton Consulting Partners 26895 Aliso Creek Rd Aliso Viejo, CA 92656 ATTN: Jeffrey Fullerton

Any such written communications by mail will be conclusively deemed to have been received by the addressee upon deposit thereof in the United States Mail, postage prepaid and properly addressed as noted above. In all other instances, notices will be deemed given at the time of actual delivery. Changes may be made in the names or addresses of persons to whom notices are to be given by giving notice in the manner prescribed in this paragraph. Courtesy copies of notices may be sent via electronic mail, provided that the original notice is deposited in the U.S. mail or personally delivered as specified in this Section.

- A. SOLICITATION.** CONSULTANT maintains and warrants that it has not employed nor retained any company or person, other than CONSULTANT's bona fide employee, to solicit or secure this Agreement. Further, CONSULTANT warrants that it has not paid nor has it agreed to pay any company or person, other than CONSULTANT's bona fide employee, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Should CONSULTANT breach or violate this warranty, CITY may rescind this Agreement without liability.
- B. THIRD PARTY BENEFICIARIES.** This Agreement and every provision herein is generally for the exclusive benefit of CONSULTANT and CITY and not for the benefit of any other party. There will be no incidental or other beneficiaries of any of CONSULTANT's or CITY's obligations under this Agreement.
- C. INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of the State of California, and exclusive venue for any action involving this agreement will be in Los Angeles County.



- D. ENTIRE AGREEMENT.** This Agreement, and its Attachments, sets forth the entire understanding of the parties. There are no other understandings, terms or other agreements expressed or implied, oral or written.
- E. RULES OF CONSTRUCTION.** Each Party had the opportunity to independently review this Agreement with legal counsel. Accordingly, this Agreement will be construed simply, as a whole, and in accordance with its fair meaning; it will not be interpreted strictly for or against either Party.
- F. AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment with signatures of all parties to this Agreement. CITY's City manager, or designee, may execute any such amendment on behalf of CITY.
- 23 ACCEPTANCE OF FACSIMILE OR ELECTRONIC SIGNATURES.** The Parties agree that this Contract, agreements ancillary to this Contract, and related documents to be entered into in connection with this Contract will be considered signed when the signature of a party is delivered by facsimile transmission or scanned and delivered via electronic mail. Such facsimile or electronic mail copies will be treated in all respects as having the same effect as an original signature.
- 24 FORCE MAJEURE.** Should performance of this Agreement be impossible due to fire, flood, explosion, war, embargo, government action, civil or military authority, the natural elements, or other similar causes beyond the Parties' control, then the Agreement will immediately terminate without obligation of either party to the other.
- 25 TIME IS OF ESSENCE.** Time is of the essence to comply with dates and schedules to be provided.
- 26 ATTORNEY'S FEES.** The parties hereto acknowledge and agree that each will bear his or its own costs, expenses and attorneys' fees arising out of and/or connected with the negotiation, drafting and execution of the Agreement, and all matters arising out of or connected therewith except that, in the event any action is brought by any party hereto to enforce this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees and costs in addition to all other relief to which that party or those parties may be entitled.
- 27 STATEMENT OF EXPERIENCE.** By executing this Agreement, CONSULTANT represents that it has demonstrated trustworthiness and possesses the quality, fitness and capacity to perform the Agreement in a manner satisfactory to CITY. CONSULTANT represents that its financial resources, surety and insurance experience, service experience, completion ability, personnel, current workload, experience in dealing with private consultants, and experience in dealing with public agencies all suggest that CONSULTANT is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.
- 28 OWNERSHIP OF DOCUMENTS.** It is understood and agreed that the City shall own all documents and other work product of the Consultant, except the Consultant's notes and workpapers, which pertain to the work performed under this Agreement. The City shall have the sole right to use such materials in its discretion and without further compensation to the Consultant, but any re-use of such documents by the City on any other project without prior written consent of the Consultant shall be at the sole risk of the City.



29 DISCLOSURE REQUIRED. (City and Consultant initials required at one of the following paragraphs)

By their initials next to this paragraph, City and Consultant hereby acknowledge that Consultant is not a "consultant" for the purpose of the California Political Reform Act because Consultant's duties and responsibilities are not within the scope of the definition of consultant in Fair Political Practice Commission Regulation 18700.3(a) and is otherwise not serving in staff capacity in accordance with the City's Conflict of Interest Code.

City Initials _____

Consultant Initials _____

30 COMPLIANCE WITH COVID-19 VACCINATION POLICY. All CONSULTANT'S employees, agents, officers and subcontractors who will be physically present in the City and have contact with City officials and employees or with the public shall be fully vaccinated from COVID-19. CONSULTANT agrees to certify in writing to CITY that it complies with the foregoing.

IN WITNESS WHEREOF the parties hereto have executed this contract the day and year first hereinabove written.

CITY OF HERMOSA BEACH

FULLERTON CONSULTING PARTNERS, LLC

Suja Lowenthal, City Manager

By: _____
Jeffrey Fullerton, Principal

ATTEST:

88-4394234

Myra Maravilla, City Clerk

Taxpayer ID No.

APPROVED AS TO FORM:

Patrick Donegan, City Attorney



Exhibit A

INTRODUCTION

The City of Hermosa Beach ("City") and Fullerton Consulting Partners LLC ("FCP") have been working together since April 26, 2023 to create an initial feasibility study to determine if the City has the opportunity to develop a unique civic center asset that will serve critical government needs while providing an iconic sense of place in the City's downtown core in a cost neutral manner. The original contract with FCP contemplated a three-phase work plan as follows:

Phase 1 - Initial feasibility study

Phase 2 - Obtain CEQA approval

Phase 3 - Project Procurement

FCP has completed the phase 1 scope contemplated under the original contract. Through that work several sites and project scope alternatives were identified. The work over the last several months has indicated that there is a viable path to provide the City's program on a cost natural basis. FCP's initial models determined that the combination of operational cost savings, new tax revenues (i.e. sales tax, occupancy tax and property tax), along with one-time funds from land sales would be more than sufficient to offset the cost of a new project. The final determination of project costs and offsetting revenue, however, are highly dependent on the final project scope, the project location and the uses for which residual real estate is developed. Further City Council has expressed a desire to not sell land.

The City staff and council have determined that it is desirable to engage the community now in discussions regarding the project scope and which, if any, City lands should be considered for development partnerships as part of the plan to finance the project. Phase 1 culminated with a City Council Facilities Study Session on November 29, 2023. The Council's direction at that time was for staff to come back to Council in January with a proposed community engagement plan.

FCP's original Phase 1 scope included outlining a procurement plan and budget for approval by the City Council. Based on feedback and direction from City Council in the study session, FCP is proposing to revise the project plan and make the Phase 2 scope primarily about community outreach. Allowing the opportunity for input at this phase will increase transparency in the project to ensure that community input is considered in the site selection, alternative refinement, and project design parameters prior to launching the CEQA and procurement processes.

OUTREACH CONSULTANT

To respond to the request of Council, the City desires to initiate an RFP for outreach services and contract independently with a consultant to facilitate community meetings as well as community engagement with social media and traditional press. The scope of these outreach services covered under that RFP is expected to include:

- 1) Working with a citizens advisory committee to vet project alternatives.
- 2) Hosting up to 6 community open house events at City owned venues such as the Clark



Building, Community Resources Building and the Kiwanis Center and potentially virtual meetings.

- 3) Developing project messaging, fact sheets and marketing materials.
- 4) Staffing pop-up project information booths at community events.
- 5) Providing press releases outreach to local print media outlets.
- 6) Creating a project website and related social media accounts, monitoring social media sites for conversations about the project and posting responses as approved and required.
- 7) Reporting feedback from community engagement.

FCP PHASE 2 SCOPE

To complement the community outreach scope, FCP is proposing as Phase 2 of its engagement the following services. These services will be performed within the proposed Phase 2 budget as outlined:

- 1) **Overall Team Coordination.** FCP will leverage knowledge gained in phase 1 of the project to provide leadership and direction to the outreach team. FCP will participate in bi-weekly meetings with City staff and other updates as needed. FCP will liaise with the outreach consulting team as needed to coordinate efforts and provide direction.
- 2) **Community Outreach Facilitator** FCP will assist City staff in developing a scope of services and RFP for the community outreach consultant. FCP will also review proposals and provide feedback to City staff.
- 3) **Community Meetings.** Jeffrey Fullerton will act as the lead consultant at community meetings presenting the project and answering questions from the community. It is anticipated that a City staff member will also be present at community meetings. FCP will assist the outreach consultant in the preparation of materials for the project based on work done during phase 1. It is anticipated that up to 6 of these meetings will be held. Some may be person and some virtual, but a hybrid format is not recommended.
- 4) **Working Group Discussions.** It is anticipated that a citizens advisory group will be formed as part of the outreach effort. FCP will help prepare for the small group community meetings and engage with local residents in the project options and alternatives.
- 5) **Public Communications.** FCP will assist the outreach consultant in the preparation of content for a project website and related social media sites. FCP will review and comment on press releases or social media posts and other community outreach.
- 6) **Financial Updates.** Concurrent with the community meetings FCP will update its financial models to test various development and project scope alternatives against the project cost budget. FCP will explore potential P3 development models that do not involve land sales (in response to the Council's requests) and test those against the baseline financial model. FCP will also stay in touch with local builders and developers to keep the City staff and Council informed of cost trends in the market. *FCP recommends that a hotel market study be independently commissioned by the City during the outreach phase to verify the capacity for additional hotel rooms in Hermosa Beach and TOT*



revenue projections. FCP will assist the consultant in the preparation of the market study and review any findings from the study. FCP will update the development plan and financial models with this new information as applicable.

- 7) **Project Plan Updates.** Based on the results of the community input meetings, market studies and other information from this phase, FCP will identify refinement, or potential additions to the alternatives identified in Phase 1, conduct informal market soundings with the development community and develop a plan of finance for the project. FCP will also develop a project schedule and work with City planning staff to recommend a CEQA approval strategy, then outline a plan for project delivery and present recommendations for next steps to staff and Council.

City of Hermosa Beach Civic Center Redevelopment Phase 2 Budget		
6 Months (Tentative January 2024 through June 2024)		
	Principal Jeffrey Fullerton	TOTAL
LABOR COSTS	\$ 350.00	
TASKS:		
Overall Team Coordination - Coordination meetings - Project summaries/progress updates - Check-in calls as needed	18	\$ 6,300.00
Communications Consultant Procurement - Assist City with development of communications consultant RFP - review of proposals	12	\$ 4,200.00
Community Meetings - Participation in 6 larger format community meetings - Assist in creation of presentation and educational materials	15	\$ 5,250.00
Working Group Discussions - Steering committee meetings - Outreach to property owners	25	\$ 8,750.00
Media Relations - Provide input on media inquiry responses and review of press releases. - Review website and social media site content. - Provide input on planned press releases and social media posts.	12	\$ 4,200.00
Financial Updates - Modeling - Review hotel market study - Identify P3 development partnership models	21	\$ 7,350.00



<p>Project Updates</p> <ul style="list-style-type: none"> - Alternative refinement - Schedule updates - Market sounding - Procurement Plan 		
Total Estimated Hours	125	\$ 43,750.00