

AGREEMENT

This Agreement ("Agreement") is entered into on June 21, 2022, by and between the City of Redondo Beach, a municipal corporation ("City"), and the Choice Mediation ("Choice"), a Sole Proprietorship.

RECITALS

- A. City desires to engage professional community-based dispute resolution services for the benefit of City residents and businesses and as a hearing officer on administrative matters on an as needed basis.
- B. Choice represents that it possesses the qualifications, experience and expertise to provide such services.

NOW, THEREFORE, in view of the foregoing and the covenants contained herein, the parties mutually agree as follows:

1. **Services:** Choice will provide services to the City as set forth in the Program of Services attached hereto as Exhibit "A" and incorporated herein by reference. Any services proposed or requested in addition to those included herein must be agreed to in writing by the parties. All services provided by Choice shall be performed to the highest quality professional standards of diligence and skill, and in compliance with all applicable laws of City, state and federal governments.
2. **Compensation:** City agrees to pay Choice, as full compensation for the services to be performed pursuant to this Agreement, the amount set forth in the Fee Schedule attached hereto as "Exhibit B" and incorporated herein by reference. In no event shall compensation hereunder exceed \$36,000 per fiscal year absent a written

amendment to this Agreement. Choice shall not be entitled to any additional compensation for expenses except by prior written authorization of City. City agrees to pay Choice monthly for services performed under this Agreement within thirty (30) days of receipt of an invoice from Choice in a format approved by the City Manager. Choice shall accompany each invoice for payment with a written report containing the following information: Cases opened, name of clients, nature of dispute, referral source, disposition of dispute, information and referrals, as well as outreach activities including meetings with City staff, community groups and agencies.

3. Term: The term of this Agreement shall commence on June 21, 2022, and extend to July 31, 2023. This Agreement may be extended by mutual agreement in writing by City and Choice.
4. Status of Choice as Independent Contractor: Choice is an independent contractor in all respects in the performance of this Agreement and shall not be considered an employee of the City for any purpose. City shall not assume any liability for payment of any salaries, wages or compensation, including for injury or sickness, to any Choice personnel or subcontractor(s) performing services under this Agreement, and such personnel or subcontractor(s) shall have no right to any City service, status or benefit under this Agreement.
5. Liability: Choice agrees to indemnify, defend and hold harmless City, its officers, agents, employees, and representatives from and against all claims, liabilities, damages, causes of action or judgments (including reasonable attorney fees and costs

of suit) arising from Choice's negligent actions or omissions during its performance of services under this Agreement. Choice further agrees at its expense to procure and maintain in effect during the term of this Agreement a policy of comprehensive commercial liability insurance from a carrier approved by City with limits of liability not less than \$1,000,000 each occurrence, \$1,000,000 aggregate protective and contractual, and \$ 1,000,000 aggregate products, which policy shall name City and its officers, employees and agents as additional insureds and not be subject to cancellation absent thirty days advance notice to City. Insurer shall have an A.M. Best's rating of not less than A- VII unless otherwise approved by City.

6. Subcontracts: Any subcontracts entered into by Choice for services to be rendered under this Agreement shall be for Choice's benefit alone and, as such, shall be its responsibility with no liability resting on City.
7. Default: In the event that Choice is in default under the terms of this Agreement, it is expressly agreed that City, after providing a reasonable opportunity to cure the default, shall have no obligation or duty to continue compensating Choice for any work performed after the date of the default.
8. Mediation of Disputes: The parties agree that in the event a dispute arises in the performance of this Agreement, prior to commencing litigation the parties shall agree to mediate their dispute. The parties shall mutually agree upon the selection of the mediator of any and all disputed claims.
9. Reimbursement: Each party agrees that in the event of a court determination that a party is in material default in the performance of this Agreement, the defaulting party

will reimburse the non-defaulting party for all expenses (including reasonable attorney's fees) incurred by such non-defaulting party in connection with enforcement of its rights by such non-defaulting party in connection with enforcement of its rights under this Agreement.

10. Conflict of Interest: Choice shall avoid activities that may result in a conflict of interest in fact or the appearance of a conflict of interest relating to its performance under this Agreement.

11. Notices: Notices shall be given pursuant to this Agreement on the party to be notified, or by written notice upon such party deposited in the custody of the United States Postal Service addressed as follows:

City: Michael Webb
City Attorney
City of Redondo Beach
415 Diamond Street
Redondo Beach, CA 90277

Choice: Coleen Berg
Choice Mediation
P.O. Box 58
Redondo Beach, CA 90277

The notices shall be deemed to have been given as of the date of personal service, or as of the date of deposit of the same in the custody of the United States Postal Service.

12. Amendments: This Agreement may be amended so long as such amendment is agreed upon in writing by City and Choice.

13. Termination: Either City or Choice may terminate this Agreement without cause so long as written notice of intent to terminate is given by the other party at least thirty

(30) days prior to the termination date. Upon receipt of a termination notice by City, Choice shall promptly discontinue all services affected (unless the notice directs otherwise), and shall promptly deliver to City all data, reports, summaries and such other information and materials as may have been accumulated by Choice in the performance of this Agreement, whether completed or in progress. Choice shall be entitled to reasonable compensation for the services it performed up to the date of termination.

14. Entire Agreement: This document constitutes the entire Agreement between the parties and there are no other agreements, expressed or implied, except as provided in this Agreement.

IN WITNESS WHEREOF, that City has by action of its City Council authorized this Agreement to be executed for an on behalf of the City of Redondo Beach by the Mayor and that Choice has caused same to be executed by its Sole Proprietor.

CITY OF REDONDO BEACH

CHOICE MEDIATION, a Sole Proprietorship

William C. Brand, Mayor

Coleen Berg
Sole Proprietor

ATTEST:

Eleanor Manzano, City Clerk

APPROVED AS TO FORM:

APPROVED:

Michael W. Webb, City Attorney

Diane Strickfaden, Risk Manager

EXHIBIT A

CHOICE MEDIATION

Program of Services

The following services will be provided by CHOICE MEDIATION to the City of Redondo Beach.

About the Provider: Choice Mediation is a Sole Proprietorship, owned and operated by Coleen Berg, Mediator. Coleen Berg will act as an impartial mediator to assist participants in compromising, settling and/or resolving issues and to aid them in resolving any conflicts or disputes which may arise during the course of this mediation.

Resolution Services: Choice Mediation will provide mediation and facilitation services to the residents of Redondo Beach at the city's request. Services can include, but not limited to, view related issues, neighbor-to-neighbor, noise nuisance, property use/condition. This process may include phone consultation, face-to-face or a combination of both. The goal of the process is to assist participants to reach a mutually agreed upon resolution that results in either a verbal agreement or written. Every effort will be made by the mediator to help residents reach a resolution; the final product is the result of the participants efforts. The mediator is not Party to any agreements, and shall have no responsibility or liability for any costs or damages that arise out of said agreement. Additional services can be discussed upon request.

Confidentiality: Mediation is a confidential process and protected by the California Evidence Code. If requested by the city, documents can be provided if permission is given by all participants. Upon completion of the process the mediator is authorized to provide the city with the following information: 1- if all parties participated in good faith, and 2- if there was a mutually agreed upon resolution achieved.

Monitoring and Evaluations: The City will monitor and evaluate the performance of the Choice's services and activities and will have access and other documents related to the Choice's performance except as they may be protected by the California Evidence Code. During such a review, the confidentiality of persons utilizing the Choice's services shall be respected. These evaluation reviews will focus on the effectiveness of the Choice's program, the impact of its services on the community, and the extent to which the Choice's services address the concerns and priorities of the City.

Contact Person: Coleen Berg, choice Mediation PO Box 58, Redondo Beach, CA 90277. Phone 310-512-6078. Email choicemediation@yahoo.com. Web site www.choice-mediation.com.

EXHIBIT B

FEE SCHEDULE

\$160 per hour with a not to exceed amount of \$36,000.00 per fiscal year.