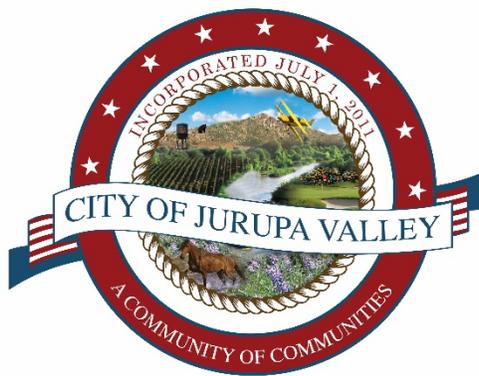


Request for Proposals

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE STUDY

APRIL 29, 2019



**City of Jurupa Valley
CDBG Entitlement Program
8930 Limonite Avenue
Jurupa Valley, CA 92509**

Submittal Deadline May 31, 2019

TABLE OF CONTENTS

Invitation for Proposals3

Proposal Requirements.....6

General Provisions.....6

Evaluation & Selection Criteria7

Overview of AI9

City of Jurupa Valley Overview.....11

Scope of Services.....13

Proposal Prices15

Proposer’s Signature Page.....16

Non-Collusion Affidavit19

List of References21

Required Subcontractor’s Information.....22

Draft Agreement.....23

**CITY OF JURUPA VALLEY
REQUEST FOR PROPOSAL**

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

April 29, 2019

INVITATION FOR PROPOSALS

The City of Jurupa Valley is issuing a Request for Proposals (RFP) for qualified and experienced consulting firms to submit proposals to prepare the U.S. Department of Housing and Urban Development (HUD) mandated Analysis of Impediments to Fair Housing Choice (AI). The City of Jurupa Valley is a community Development Block Grant (CDBG) entitlement community that receives funds from HUD to implement housing and economic development programs to low-moderate income residents.

The AI shall be conducted in accordance with guidelines under Title 24, Part 91 of the Code of Federal Regulations. The document will be used to evaluate, monitor, address and resolve Fair Housing Issues and to promote housing choice within the City of Jurupa Valley. The City became an entitlement community in 2018. At that time, the City of Jurupa Valley was covered by the AI conducted by the County of Riverside in 2014. The County of Riverside's AI study will soon expire, which obligates the City of Jurupa Valley to conduct their first, independent AI study. In accordance with HUD guidelines, entitlement communities are required to submit an AI every five years. The request for proposals for the AI will cover 2019 – 2023

Proposals will be accepted at the office of the City Clerk, located at 8930 Limonite Avenue, Jurupa Valley, CA 92509 until **3:00 p.m. on May 31, 2019**. Late proposals will not be accepted and will be returned, unopened, to the applicant. Sealed proposals should be submitted to:

**City of Jurupa Valley
Attn: City Clerk
8930 Limonite Avenue
Jurupa Valley, CA 92509**

All proposals must be clearly identified on the outside of the envelope:

**Consulting Services for Analysis of Impediments to Fair Housing RFP
Attention Vicki Wasko, City Clerk**

No faxed or emailed proposal responses will be accepted. The applicant shall deliver the original proposal and two (2) additional copies to the above-stated address. Costs for preparing the proposal shall be borne by the proposing contractor.

Please Note any contractor or consultant working on behalf of the City of Jurupa Valley is required to obtain a Business Registration from the City. Consultants are required to provide proof of General and Professional Liability Insurance prior to the execution of a contract.

INQUIRIES

For information relating to the details of this RFP, please contact Senior Management Analyst, Sean McGovern at (951) 332-6464 ext. 249 or by email at smcgovern@jurupavalley.org.

PROPOSAL SUBMISSION INSTRUCTIONS:

All proposals must be properly signed by an authorized representative of the proposing contractor or with the legal capacity to bind the contractor to an agreement with the City. In addition, the proposer's authorized signature of the proposal assures the contractor's understanding of the intent to enter into an agreement for the scope of work.

Proposals may be withdrawn up to the date and time set for closing upon written or e-mailed notice to the City. Negligence upon the part of the proposer in preparing their proposal shall not constitute a right to withdraw a proposal subsequent to proposal opening. A conditional or unqualified proposal may be cause for rejection. Only proposals properly received will be accepted.

ANTICIPATED SCHEDULE

The following is the City's anticipated schedule for the selection of a Contractor.

- | | |
|---|-------------------------------------|
| 1. Request for Proposal (RFP)
Published: | April 29, 2019 |
| 2. Deadline for Questions: | May 17, 2019, no later than 5:00 PM |
| 3. Deadline for Submitting RFP: | May 31, 2019 at 3:00 PM |
| 4. Anticipated Award of Contract: | July 18, 2019 |
| 5. Anticipated Start Date: | July 22, 2019 |

PROPOSAL REQUIREMENTS

All responses to this RFP shall be submitted in the following format:

- A. Cover Letter: A letter of interest and a brief description and summary of the contractor's qualifications. The cover letter shall include the name, title, telephone number, and e-mail address of the contact person who will be authorized to make representations for the firm.
- B. Contractor Information: Proposing contractors shall submit a proposal which must contain the following information as a minimum:
 - 1. A statement of your firm's approach to providing the services outlined in the Scope of Services.
 - 2. The name and title of key individuals who would be responsible for the performance of the services.
 - 3. A brief description or narrative demonstrating your understanding of the Scope of Work. The contractor must, in addition to the project scope and services requested, detail precisely what is included and excluded.
 - 4. Copies of all applicable licenses and insurance certificates (i.e. worker's compensation, general liability, vehicle, etc.). The City will require a Business Registration Certificate within ten (10) days of award of the contract. Fee will be waived.
- C. Required Submittal Forms: (These MUST be included for the proposal to be considered):
 - Exhibit A. Proposal Prices
 - Exhibit B. Proposer's Signature Page
 - Exhibit C. Non-Collusion Affidavit
 - Exhibit D. List of References
 - Exhibit E. Required Subcontractor's Information
 - Exhibit F. Draft Agreement for Analysis of Impediments to Fair Housing Choice Study
- D. Draft Agreement Comments/Exceptions: Proposer must include any exceptions to the Draft Agreement for Analysis of Impediments to Fair Housing Choice Study provided as Exhibit F. If no exceptions are proposed, proposer shall turn in the Draft Agreement for Analysis of Impediments to Fair Housing Choice Study blank.

GENERAL PROVISIONS

This RFP does not commit the City of Jurupa Valley to award a contract. The City reserves the right to accept or reject any or all proposals received pursuant to this RFP, to extend the deadline to respond to this RFP, to conduct interviews, to negotiate with any qualified contractor, to request a best and final offer, or to cancel this RFP in part or in its entirety. Failure to meet the

requirements of this RFP will be cause for rejection. The City may reject any submittal if it is conditional, incomplete, contains irregularities, etc. The City reserves the right to reject any and all submittals without cause. The City also reserves the right to elect to divide the scope of work identified in the RFP at its discretion, and award contracts to more than one (1) proposing contractor firm.

The City may waive any immaterial deviation in a submittal. Waiver of any material deviation shall in no way modify the RFP documents or excise the full compliance with the contract requirements if the firm is awarded the contract.

The City may require the selected contractor to participate in negotiations and to submit such technical, price, or other revisions of their proposals as may result from negotiations. Any costs incurred by the contractor in responding to this RFP shall be at the contractor's sole expense and will not be reimbursed by the City. A Draft Agreement for Analysis of Impediments to Fair Housing Study is included as Exhibit F in this RFP.

In preparing a response to this RFP, the proposers should expect to have access only to public records. Proposers should not expect any assistance from City staff in the preparation of the proposal, with the exception of providing clarifications in writing.

For proposals submitted pursuant to the RFP, the contractor affirms that they shall not, on the ground of race, religious creed, color, national origin, age, ancestry, physical handicap, medical condition, marital status, or sex, discriminate or permit discrimination against any person or group of persons in a manner prohibited by Federal, State, or local laws. In connection with proposals pursuant to this RFP, contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, age, ancestry, physical handicap, medical condition, marital status, or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In the event of contractor's noncompliance with this nondiscrimination clause or with any such rules, regulations or orders, the contractor may be declared ineligible for this contract.

EVALUATION AND SELECTION

- A. Evaluation Criteria: Primary consideration will be given to the general appropriateness of the qualifications with respect to the services to be performed, the competence and ability of the contractor and the firm's willingness to work closely with City staff, its agents and other contractors. The City reserves the right to reject qualifications that are determined to be inappropriate, inadequate, or incomplete. The City will evaluate all proposals for completeness, competence, and the suitability of the contractor, based on the following primary criteria:
1. The contractor's overall approach in providing an understanding of the services requested, including completeness and clarity of submission, and qualitative nature of the services proposed.
 2. The contractor's demonstrated ability, organizational capacity, and financial capacity to carry out, in a timely manner, the services as specified in the RFP.
 3. The contractor's qualifications, proven record, and experience including referrals in

providing the type of professional services requested in the RFP.

4. Availability of personnel to respond to the City's requests in a timely manner.
 5. Reasonableness and competitiveness of the cost proposal.
 6. Other criteria, in addition to, or in lieu of, the criteria described above, as deemed necessary and appropriate.
- B. Additional Selection Information: Selection will be based on the proposal received by the City, information provided by references, and information presented in follow-up interviews, if conducted. In addition, a prospective contractor must meet the following standards as they pertain to this RFP:
1. The Contractor must have adequate technical and financial resources for performance, as well as adequate equipment, or have the ability to obtain and to manage such resources and equipment as required during the performance period of the Agreement.
 2. The Contractor must have the necessary licenses, experience, organization, technical qualifications, skills, and facilities, or have the ability to obtain and to manage them (including any subcontractor arrangements).
 3. The Contractor must have a satisfactory record of contractual performance.
 4. The Contractor must be otherwise qualified and eligible to receive an award under all applicable laws and regulations.
 5. The Contractor must maintain all General Liability and Owned and Non-owned or Hired Automobile Liability insurance coverage, and Workers' Compensation coverage as required by law and as specified by the City.
- C. Evaluation Procedure:
1. An Evaluation Committee will review the proposals and contact contractors' references, and at the City's option, create a short-list of respondents.
 2. Upon ranking the qualifications, short-listed contractors may be invited for interviews. At its discretion, the City may choose not to hold interviews and make selections based on its initial evaluation of the proposal.
 3. The selected contractor will be required to enter into an Agreement for services contract.

PREVAILING WAGE STIPULATION

While not anticipated, to the extent to which any work performed by the Contractor requires the compensation of Prevailing Wages, the following terms shall apply:

- A. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California,

the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the employed, paid less than the stipulated prevailing rates for any work done under this Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

- B. Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

OVERVIEW OF AI:

The AI should Contain the following elements:

1. A comprehensive review of the jurisdiction's laws, regulations, administrative policies, procedures, and practices;
2. An assessment of how those laws, policies, and procedures affect the location, availability, and accessibility of housing services and commercial and retail development;
3. An assessment of housing conditions, both public and private, affecting fair housing choice;
4. A description of existing impediments that prevent residents from obtaining housing or limiting their housing choices and recommendations to remove such impediments;
5. A detailed demographic profile outlining the community and its needs;

6. A series of interviews, focus groups, and meetings to collect data and assessments from key stakeholders;
7. An analysis of Home Mortgage Disclosure Act (HMDA) for the City of Jurupa Valley;
8. A final report that will be approved by the Planning Department and adopted by City Council.

Impediments to Fair Housing Choice are:

1. Any actions, omissions, or decisions taken because of race, color, religion, sex, disability, familial status, marital status, ancestry, sexual orientation, national origin, and source of income which restrict housing choices or the availability of housing choices; and
2. Any actions, omissions, or decisions which have the effect of restricting housing choices or the availability of housing choices on the basis of race, color, religion, sex, disability, familial status, marital status, ancestry, sexual orientation, national origin, and source of income.

*Protected Classes defined by the California Fair Employment and Housing.

The services solicited under this RFP are proposed to be funded with federal CDBG funds. The selected Consultant must perform its services in compliance with federal laws and regulations governing HUD's CDBG program. This includes, but is not limited to, non-discrimination, equal employment opportunity and fiscal management requirements.

CITY OF JURUPA VALLEY OVERVIEW:

Incorporated on July 1, 2011, the City of Jurupa Valley is a dynamic and developing rural/suburban community in western Riverside County with a growing population of just over 100,000 residents. Located directly north of the City of Riverside, the City is bordered on the east by the I-15, and to the south by the Santa Ana River. The north side of the City is bordered by the city limits of the City of Fontana. The City's housing stock is relatively diverse, containing large-lot single family homes able to accommodate an equestrian lifestyle, a mix of single family track homes, and some multi-family housing. The east side of the City contains a variety of singly and multi-family homes and senior living facilities. For more information, visit our website at www.jurupavalley.org.

The following exhibits are attached to this RFP. Exhibits A through E must be completed in their entirety for the proposing contractor to be considered responsive to this RFP. If proposing Contractor is selected, Exhibit F will be fully executed upon submission of Agreement to City Council. Exhibit F is provided for review and to collect optional comments from proposing Contractors.

Exhibit A. Proposal Prices

Exhibit B. Proposer's Signature Page

Exhibit C. Non-Collusion Affidavit

Exhibit D. List of References

Exhibit E. Required Subcontractor's Information

Exhibit F. DRAFT CITY OF JURUPA VALLEY AGREEMENT FOR ANALYSIS OF
IMPEDIMENTS TO FAIR HOUSING CHOICE STUDY

SCOPE OF SERVICES:

Consultants are asked to describe the tasks required to successfully carry out the scope of services outlines below. The analysis must include the following elements:

- A. An examination of pertinent data including population, income, employment and housing data as well as studies that have been completed that relate to fair housing.
- B. A review of prior and current activities that promote fair housing, including an assessment of agencies currently providing fair housing programs in the area.
- C. An examination of private market issues that relate to the sale or rental of housing, specifically Home Mortgage Disclosure Act (HMDA) data and the provision of brokerage services, mortgage lending, insurance sales and underwriting, property appraisal and property management.
- D. An evaluation of public policies and practices (national, state, and local) which may inhibit the provision of fair housing including but not limited to the public services, planning and zoning laws, land use regulations, community development policies and practices, procedures and practices of local public housing authority and property tax policies.
- E. Identification of impediments to fair housing that exists in the Community and proposed methods of corrective actions to address impediments.
- F. A cross section of interviews is required as part of the Scope of Services, which will involve identifying key stakeholders and conducting interview with these individuals:
 1. City Manger
 2. Planning Director
 3. Economic Development Manger
 4. Current Provider of Fair Housing Mediation Services (Contract Service)
 5. Building and Safety Director
 6. Building and Safety Department Management Staff
 7. Riverside County Sheriff's Department (Assigned to Jurupa Valley via contract)
 8. Residential Developers Currently Operating within the City
 9. Other Key Stakeholders Identified by the Consultant
- G. Organize and Conduct up to two (2) community meetings needed to gather information on housing. The Consultant will be responsible for preparing agendas, handouts, and other presentation material as appropriate as well as maintain notes and results of each public meeting.

- H. Analyze additional HUD data for the City of Jurupa Valley.
- I. Provide a draft of the AI report for sections completed for review and comment by the City Manager or his designee prior to submission of the final document.
- J. Provide (10) ten hard copies and one electronic copy of the final AI report.

Proposal Requirements and Elements :

When preparing your RFP submittal, please address all components listed below. Please bind all submissions of the RFP. Submit three (3) copies of your RFP. A failure to comply with these requirements may invalidate your proposal.

- A. Describe the approach and methodology the Consultant will employ in carrying out each task outlines in the Scope of Services (refer to previous page).
- B. Include any services the Consultant may require from the City of Jurupa Valley to perform the work described in the proposal.
- C. Provide a description of the Consultant's background, qualifications and experience in providing the requested service(s) as exemplified by past projects and clients contacts.
- D. Provide at least three (3) references of past clients for similar services.
- E. Provide a timeline and schedule of work to be performed, with an absolute completion date.
- F. Provide an itemized list of costs.
- G. Name and title of all personnel assigned to this project.
- H. Projected quantity of hours allocated to this project.
- I. Monthly payment/ hourly rate.
- J. Total estimated cost of the project.
- K. Provide a statement certifying that the Consultant does not have any prohibited conflict of interest.
- L. Provide other relevant documentation for consideration for the RFP.

EXHIBIT A

PROPOSAL PRICES

Analysis of Impediments to Fair Housing Choice Study

Total Estimated Project Cost	\$ _____
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- A. Please also attach a proposed project cost budget, which shall include:
1. List of all employees assigned to this project and their hourly rates
 2. Amount of time and cost allocated to specific tasks
 3. Estimated Project timeline

EXHIBIT B

PROPOSER'S SIGNATURE PAGE

Analysis of Impediments to Fair Housing Choice Study

The undersigned, having become familiar with the local conditions affecting the cost of work, hereby proposes to furnish all management, operators, tools, supplies, equipment, material, transportation, and labor service necessary to perform and complete in a workmanlike manner all work performed under any contract resulting from this proposal.

By submission of this proposal, the undersigned certifies that this proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal with any other proposer or competitor.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached Proposal for Analysis of Impediments to Fair Housing Choice Study for the City of Jurupa Valley and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of _____)

On _____, before me, _____,
(insert name and title of the officer)

Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the attached Proposal for Analysis of Impediments to Fair Housing Choice Study for the City of Jurupa Valley and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT D

LIST OF REFERENCES

Analysis of Impediments to Fair Housing Choice Study

PROPOSER: _____

REFERENCES

Following are the names, addresses and telephone numbers for three (3) public agencies for which PROPOSER has performed similar work within the past two (2) years:

1. _____
Name and Address of Agency

Name, Title, and Telephone Number of Person Familiar with Project

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

2. _____

Name and Address of Agency

Name, Title, and Telephone Number of Person Familiar with Project

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

3. _____

Name and Address of Agency

Name, Title, and Telephone Number of Person Familiar with Project

Contract Amount	Type of Work	Date Completed
-----------------	--------------	----------------

Note to Proposer:

Prepared lists of projects completed may be included as a part of the Proposal, but will not be accepted in lieu of this form, completely filled out. This information or lack of response will not be used to disqualify the Proposer.

EXHIBIT E

REQUIRED SUBCONTRACTOR'S INFORMATION

Analysis of Impediments to Fair Housing Choice Study

NAME	LICENSE NO. AND CLASSIFICATION		
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:		
ADDRESS	PROPOSAL ITEM NOS.	AMOUNT	% OF TOTAL PROPOSAL
CITY, ZIP			

NAME	LICENSE NO. AND CLASSIFICATION		
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:		
ADDRESS	PROPOSAL ITEM NOS.	AMOUNT	% OF TOTAL PROPOSAL
CITY, ZIP			

NAME	LICENSE NO. AND CLASSIFICATION		
TELEPHONE	DESCRIPTION OF WORK CONTRACTED:		
ADDRESS	PROPOSAL ITEM NOS.	AMOUNT	% OF TOTAL PROPOSAL
CITY, ZIP			

EXHIBIT F

DRAFT AGREEMENT

Analysis of Impediments to Fair Housing Choice Study

DRAFT CITY OF JURUPA VALLEY AGREEMENT FOR 2019 ANALYSIS OF IMPEDIMENTS TO
FAIR HOUSING CHOICE STUDY

AGREEMENT FOR CONSULTANT SERVICES BETWEEN THE CITY OF JURUPA VALLEY AND [CONTRACT CONSULTANT] FOR ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE STUDY

THIS AGREEMENT is made and effective as of [Month] [Day], 2019, between the City of Jurupa Valley (“City”) and [ENTITY NAME] a California [NATURE OF CORPORATION] (“Consultant”). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. Term

This Agreement shall commence on [MONTH] [DAY] 2019, and shall remain and continue in effect until tasks described herein are completed in accordance with the Scope of Services, but in no event later than [MONTH] [DAY], [YEAR] unless sooner terminated pursuant to the provisions of this Agreement.

2. Services

Consultant shall perform the services and tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full. Consultant shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A.

3. Performance

Consultant shall at all times faithfully, competently and to the best of his or her ability, experience, and talent, perform all tasks described herein. Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Consultant hereunder in meeting its obligations under this Agreement.

4. Payment

A. The City agrees to cause Consultant to be paid monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Quotation for Service, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed [AMOUNT] dollars (\$[AMOUNT]) for the total term of the Agreement unless additional payment is approved as provided in this Agreement.

B. Consultant 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 Council.

C. Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of consultant’s fees it

shall give written notice to Consultant within 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

5. Suspension or Termination of Agreement Without Cause

A. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Consultant at least ten (10) days prior written notice. Upon receipt of said notice, the Consultant shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

B. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant will submit an invoice to the City pursuant to Section 4.

6. Default Of Consultant

A. The Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Consultant. If such failure by the Consultant to make progress in the performance of work hereunder arises out of causes beyond the Consultant's control, and without fault or negligence of the Consultant, it shall not be considered a default.

B. If the City Manager or his delegate determines that the Consultant is in default in the performance of any of the terms or conditions of this Agreement, he or she shall serve the Consultant with written notice of the default. The Consultant shall have (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 Consultant 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.

7. Ownership and Maintenance Of Documents

A. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities

related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of two (2) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files containing data generated for the work, surveys, notes and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused or otherwise disposed of by the City without the permission of the Consultant. With respect to computer files containing data generated for the work, Consultant shall make available to the City, upon reasonable written request by the City Manager, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

8. Indemnification.

Consultant shall defend, hold harmless and indemnify the City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials (collectively “Indemnitees”) with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys’ fees and costs of defense (collectively, “Claims” hereinafter), including but not limited to, Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Claims with counsel of City’s choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant’s duty to defend pursuant to this Section shall apply independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions or Indemnitees.

9. Insurance Requirements.

A. Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

1) Minimum Scope of Insurance. Coverage shall be at least as broad as:

a) Insurance Services Office Commercial General Liability form No. CG 00 01 11 85 or 88.

b) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Consultant owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

c) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute a declaration that it has no employees.

2) Minimum Limits of Insurance. Consultant shall maintain limits no less than:

a) General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b) Automobile Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.

c) Worker's Compensation as required by the State of California; Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.

3) Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed \$25,000 unless otherwise approved in writing by the City Manager in his sole discretion.

B. Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) The City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials ("Additional Insured") shall be covered as insured's as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

2) For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insured maintained by the Additional Insureds shall be excess of the Consultant's insurance and shall not contribute with it.

3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

4) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5) Each insurance policy required by this clause shall be endorsed to state that the insurer shall endeavor to provide thirty (30) days' prior written notice, by certified mail, return receipt requested, to the City prior to any action to suspend, void, cancel or otherwise reduce in coverage or in limits.

6) Within one (1) business day following receipt by Consultant of any notice correspondence or notice, written or oral, of an action or proposed action to suspend, void, cancel or otherwise reduce in coverage or in limits of the required insurance, Consultant shall notify City of such action or proposed action.

C. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City. Self insurance shall not be considered to comply with these insurance requirements.

D. Verification of Coverage. Consultant shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

E. Modifications. City Manager may, with the consent of the City Attorney, waive the provisions of this paragraph or provided for other forms of insurance as may be necessary to enable the City to receive adequate insurance protection as contemplated in this section.

10. Independent Contractor

A. Consultant 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 Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant 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 Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder.

11. Legal Responsibilities

The Consultant shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

12. Confidentiality; Release Of Information

A. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization.

B. Consultant, its officers, employees, agents or subcontractors, 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 Consultant gives City notice of such court order or subpoena.

13. Assignment

The Consultant shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City. City consents to the use of the sub-consultants described in Exhibit A to this Agreement provided the costs of such sub-consultants shall be borne by the Consultant and shall not exceed the costs described in Paragraph 5 of this Agreement.

14. General Provisions

A. 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, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

To City:

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
Attention: City Manager

To Consultant: [CONSULTANT NAME]
[STREET ADDRESS]
[CITY]
Attention: [CONSULTANT MANAGER]

B. Licenses. At all times during the term of this Agreement, Consultant shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement.

C. Governing Law; Venue

1) The City and Consultant 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.

2) Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Jurupa Valley. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

D. Prohibited Interest. No officer, or employee of the City of Jurupa Valley who has participated in the development of this Agreement or its administration shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Consultant, or Consultant's sub-contractors, during his/her tenure or for one year thereafter. The Consultant hereby warrants and represents to the City that no officer or employee of the City Council or City of Jurupa Valley has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the Consultant or Consultant's sub-Consultants on this project. Consultant further agrees to notify the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

E. 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.

F. Time is of Essence. In carrying out the provisions of this Agreement, both parties acknowledge and agree that time is of the essence.

G. Authority To Execute This Agreement. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he or she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

CITY OF JURUPA VALLEY

Brian Berkson, Mayor

ATTEST:

Victoria Wasko, CMC
City Clerk

APPROVED AS TO FORM

Peter M. Thorson
City Attorney

CONSULTANT

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**[SIGNATURES OF TWO CORPORATE OFFICERS OR CORPORATE AUTHORITY
RESOLUTION REQUIRED]**

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

QUOTATION FOR SERVICE