



REQUEST FOR PROPOSALS
GRANT RESEARCH, WRITING, AND MANAGEMENT SERVICES

September 3, 2024

City of Lake Elsinore
Community Support Division
130 South Main Street
Lake Elsinore, California 92530

REQUEST FOR PROPOSALS

The City of Lake Elsinore, hereinafter referred to as the City, is inviting proposals from qualified consultants to provide grant research, writing, and management services to Lake Elsinore. To be considered for this contract, your firm must meet the qualifications and satisfy the requirements as stated in the Request for Proposal (RFP).

Time Schedule:

The following is the City's tentative schedule for the selection of contractor (all times PST):

- a) Request for Proposals distributed: September 3, 2024
- b) Questions Submittal Deadline: September 24, 2024, by 3:00 pm
- c) **Deadline for submitting Proposals: October 8, 2024, at 3:00 pm**
- d) Award of contract: October 2024

Proposals will be received electronically via the City of Lake Elsinore's online bid management portal PlanetBids, until **3:00 pm, October 8, 2024**. Any changes to this RFP will be specifically modified by the City of Lake Elsinore and issued as a separate addendum document. It is the Proposer's sole responsibility to ensure that their proposal, including all addenda, is uploaded to the proper place at the proper time. Any proposal received after the scheduled closing time for receipt of proposals will not be considered.

Proposals must be submitted electronically via the City of Lake Elsinore e-Procurement System PlanetBids as set forth in this RFP document. **Proposals submitted by any other method, such as hard copy, fax, or e-mail, will be disqualified.** Proposals may be withdrawn on the PlanetBids vendor portal prior to the schedule submittal time and date receipt of proposals. Proposers are encouraged to not wait until the deadline to submit proposals, as system-related questions may arise.

This RFP does not commit the City of Lake Elsinore to award a contract or pay any costs associated with the preparation of a proposal. The City reserves the right to cancel, in part or in its entirety, this solicitation should this be in the best interest of the City.

All questions, technical, commercial, or contractual in nature shall be directed to the Q&A section on the e-Procurement System PlanetBids. **No phone calls will be allowed. Contacting the City of Lake Elsinore personnel directly regarding this RFP is prohibited and may be grounds for elimination from the selection process.** All questions regarding this RFP must be submitted through the e-Procurement System PlanetBids no later than **3:00 pm, September 24, 2024**.

Sincerely,
Community Support Division

INTRODUCTION

BACKGROUND

The City of Lake Elsinore encompasses 43 square miles, with a diverse population of 73,916 residents, and is located about 85 miles north of San Diego. The City was incorporated in 1888 as a general law city and is governed under the City Council/City Manager form of government. The City has approximately 106 full time employees and 48 part time employees in seven departments (City Manager, City Clerk, Administrative Services, Community Services, Community Development, Engineering, and Public Works) and contracts out fire and police services.

Evaluation and Selection Proposals will be evaluated on the basis of the response to all provisions of this RFP. Since this solicitation is an RFP as opposed to a Bid, pricing alone will not constitute the entire selection criteria. The City may use some or all of the following criteria and corresponding percentages in its evaluation and comparison of proposals submitted. The criteria below are not necessarily an all-inclusive list. The order in which they appear is not intended to indicate their relative importance. The City reserves the right to modify the evaluation criteria and points as deemed appropriate prior to the commencement of evaluation.

EVALUATION CRITERIA POINTS

Qualifications/Related Experience/References 25
Thoroughness and Understanding of the Project 25
Cost of Services 25
Interview 25
Total Points 100

The City reserves the right to reject any or all proposals, to request additional information concerning any proposal for purposes of clarification, to accept or negotiate any modification to any proposal following the deadline for receipt of all proposals, and to waive any irregularities if such would serve the best interests of the City as determined by the City. The City may cancel this solicitation at any time. All proposals shall comply with current federal, state, and other laws relative thereto. The City is not liable for any costs incurred by the Proposer before entering into a formal contract. Costs for developing the proposal or any other such expenses incurred by the Proposer in responding to the RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. No reimbursable cost may be incurred in anticipation of award.

Submission of a proposal indicates acceptance by the consultant of the conditions contained in this RFP and attached agreement unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the City and the consultant selected.

SCOPE OF REQUIRED SERVICES

The sections below provide the framework for the scope of services required. Any additional information that the consultant wishes to include will be helpful in making our decision.

1. Grant Funding Needs Assessment and Strategy

a. Participate in an initial introductory/all hands meeting with City executives and staff, and annually thereafter, to develop an overall strategy for identifying and securing grant funding.

b. Meet with City staff monthly to identify grant funding needs and priorities and discuss current and potential grant opportunities.

2. Grant Monitoring and Research

a. Identify appropriate grantors and grant programs including, but not limited to, federal, state, and regional government organizations and private foundations and businesses to support the City's funding needs and priorities.

b. Research and analyze potential funding opportunities to determine its suitability to the City's needs and project eligibility requirements.

c. Based on grant funding research, recommend grantors and grant programs to which the City should submit applications.

d. Inform staff of the details of identified grants and provide key information including funding program name and agency, available funding, key dates/deadlines, funding type (grant, loan or incentive), required match, and cost share required.

3. Grant Writing

a. The consultant shall write and apply for all grants approved by City staff.

b. Prepare a strategic work plan for each grant application including key dates, responsibilities of consultant and staff for producing grant application content, key tasks, and specific deliverables.

c. Provide grant proposal writing services associated with the completion of grant applications on behalf of the City, including the preparation of letters of intent, funding abstracts, production and submittal of applications.

d. Ensure that all required components of each proposal are included in submission; ensuring adherence to grant evaluation criteria, and ensuring entire grant package is timely and correctly prepared in accordance with the requirements and restrictions of its respective funder's portal and technical submission requirements.

e. Work with designated City staff to edit grant applications for consistency of messaging, ensuring integration of grant requirements prior to City final review and submittal to funder.

f. Organize facts, data, statistics and narrative collected and written as a part of assigned projects, developing tabular or graphic data displays as appropriate, and make those items available to the City for future use.

4. Grant Management and Administration

a. If requested by City, upon award of grant, provide grant management and administration services, including but not limited to:

i. Prepare a schedule for the submission of required documents, including project milestones, progress and final reports and invoices to funding agencies, including key dates and responsibilities of consultant and staff for producing drafts and final deliverables.

ii. Ensure that all reporting components of the awarded grant are correctly prepared and submitted to meet the deadlines in accordance with funding agency requirements.

iii. Work with designated staff on all grant compliance components including all standard environmental, procurement, and compliance regulations, and also provide guidance on grant eligible costs and advise staff of analysis and strategic actions to fully utilize existing grant money and ensuring 100% compliance.

iv. Review status and progress of grant with City staff on a monthly basis and with funding agencies as needed.

v. Ensure project and grant reporting are "Audit Ready" upon completion by developing and maintaining an audit file with all documentation, including, but not limited to: all compliance documents, financial documents, reports, 5 reimbursement requests, and any other documentation relevant to the project's grant funding.

5. Ongoing Communication

a. Communicate with designated City staff regarding the work undertaken and upcoming grant opportunities.

b. Submit monthly reports to the City summarizing the amount of time expended and describe activities undertaken during the previous month.

6. Technical Proposal Format The proposal submitted for this project must follow the outline described below and must address all requested information.

a) Title Page

b) Table of Contents

c) Cover Letter

i. The Cover Letter shall be addressed to Adam Gufarotti, City Manager's Office, and at minimum, must contain the following:

ii. Identification of consultant, including name, address, and telephone number.

iii. Name, title, address, and telephone number of contact person during period of proposal evaluation.

iv. Statement to the effect that the proposal shall remain valid for a period of not less than 120 calendar days from the date of submittal.

v. Signature of a person authorized to bind the consultant to the terms of the proposal.

a) If a corporation, a resolution or corporate bylaws illustrating who is authorized to sign contracts.

d) Introduction/Approach

a) In a brief narrative, describe the proposed solution by setting forth the overall approach and plans to meet the requirements of the RFP. The intent of this narrative is to convey to the City that the consultant understands the objective of the requested service, the nature of the work, and the level of effort necessary to successfully provide the

defined services. The narrative must stipulate how the consultant's approach and plans to provide the services are appropriate to the tasks involved.

- a) Provide general information about the consultant, including size of the organization, location of offices, years in business, organizational chart, state of incorporation, names of owners and principal parties, and a statement of qualifications for performing the requested services. Include a statement indicating what differentiates your firm from other consultants.

e) Experience

- Provide a summary of the consultant's qualifications and prior experience in providing the requested services. This section must include specific and detailed descriptions of similar projects performed, project results, client name and year completed.

f) Project Overview

- Provide a narrative description of the project based on the scope of services presented in the RFP along with a detailed work plan. Include any issues that you believe will require special consideration for this project. Also identify any unique approaches or strengths you may have related to this project.

g) Detailed Work Plan

- Respond to all requirements defined in the scope of services. Include the steps needed to complete all tasks and any recommended additions to the list of tasks. Also, document assumptions used in development of the work tasks including assistance needed from City staff and required hardware and software if applicable. If any of the requirements cannot be supported, provide a recommendation for an alternative approach.

h) Project Team

- Identify the project team, including proposed sub-consultants, and provide brief resumes for key staff assigned to the engagement. Identify the geographic locations of the vendor and key personnel.

i) Quality Control

- Provide a detailed description and/or examples of the consultant's quality control procedures that ensures all work products delivered to the City (i.e., drafts and final versions) are of high-quality, accurate and have been thoroughly reviewed prior to delivery to the City.

j) References

- Provide a complete list of other local governmental entities in California utilizing your grant research, writing, and management services over the past five (5) years. Provide at least three (3) references, past and present, using the same service being proposed and indicate the scope of services, date, name, email address, and telephone number of the client contact.

SUBMITTAL FORM AND CONTENT OF PROPOSAL

To assist in the evaluation process, the following information is required in the RFP submittal:

- a. Cover letter - Signed letter by an individual authorized to negotiate on behalf of the firm and must be binding for a term of 90 days from the date of submittal to the City.
 - b. Brief description of your organization's history, growth, philosophy/culture, number of employees, and number of years in business under the same name.
 - c. Brief resume of the education and experience of those persons who will be part of the project team.
 - d. Complete description of the organizational structure of your organization, and the method by which work is done. An organizational workflow chart with description of duties of the persons working on the study is useful.
 - e. Written description of services to be provided. Include both services outlined in this request, as well as additional services recommended by your organization. Identify a window of time indicating availability to start the project.
 - f. List of references of current and former clients, preferably municipalities. Include the name of the client, contact person, telephone number and email address (if available).
 - g. Identify a window of time indicating availability to start the project. The selected firm will be required to enter into a written contract with the City of Lake Elsinore in a form approved by the City Attorney. It is expected that work will commence upon award of contract.
- City's Professional Services Agreement – Identify any sections of the City's standard consultant contract (Attachment A) that pose concerns and would require negotiation/modification in order to be acceptable to consultant. If no

concerns are identified, submitter will be deemed to have accepted the form of the agreement.

Cost Proposal

Submit a comprehensive, specific statement indicating the maximum cost for the project based on the project as described herein. To the extent desired, additional recommendations and services or options may be included as additions to the project on an optional basis. These optional items shall be priced separately from this Request for Proposal.

Offerors shall submit one digital copy within the PlanetBids e-Procurement portal under Cost Proposal labeled: **“Cost Proposal – “GRANT RESEARCH, WRITING, AND MANAGEMENT SERVICES”** no later than **October 8, 2024, at 3:00pm PST**. Cost Proposal should include:

1. An itemized schedule of all expenses. If the use of sub-consultants is proposed, a separate schedule of hours and expenses must be provided for each sub-consultant;
2. A maximum lump sum budget amount inclusive of all fees and expenses.

All costs associated with preparation of any proposal shall be the sole responsibility of the proposer. Each proposal shall be limited to a maximum of 25 pages, using minimum 12-point font size. Electronic submittals of the proposal will not be accepted.

The City of Lake Elsinore reserves the right to extend the deadline to meet the objectives of the agency.

SUBMITTAL EVALUATION

Criteria to be used to evaluate the submittals will include, but not limited to:

- a. Degree to which each submittal responds to the needs of the City and this RFP (responsiveness, preciseness, thoroughness, etc.).
- b. Qualifications of the firm, including but not limited to its similar experiences in UA park design and personnel assigned to the project.
- c. Evidence of the ability to provide service in a prompt, thorough and professional manner.
- d. Experience, professional credentials, and reputation of those who will be performing the study.
- e. Ability to complete the work within the time specified.
- f. Fee amount and structure.

Oral Presentation/Interview: Those Proponents considered most qualified to provide the required services may be requested to participate in an oral presentation/interview at the City's discretion. Applicants will be notified in writing of the time and place for the interview. It is expected that key members of the project team will be present for the presentation/interview process.

GENERAL INFORMATION

The selected consultant will be expected to enter into and perform services under a Professional Services Agreement (PSA) with the City of Lake Elsinore. The City reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with qualified sources, or to cancel in part, or in its entirety, this Request for Proposal, if it is in the best interest of the City to do so.

This RFP does not commit the City to pay any costs incurred for the preparation of the submission of a proposal, or to contract for supplies or services.

ATTACHMENTS

Attachment A: City of Lake Elsinore Standard Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

Click or tap here to enter text. Click or tap here to enter text.

This Agreement for Professional Services (the "Agreement") is made and entered into as of Click or tap to enter a date., by and between the City of Lake Elsinore, a municipal corporation ("City") and Click or tap here to enter text., a Click or tap here to enter text. ("Consultant").

RECITALS

A. The City has determined that it requires the following professional services:

Click or tap here to enter text.

B. Consultant has submitted to City a proposal, dated Click or tap to enter a date., attached hereto as Exhibit A ("Consultant's Proposal") and incorporated herein, to provide professional services to City pursuant to the terms of this Agreement.

C. Consultant possesses the skill, experience, ability, background, certification and knowledge to perform the services described in this Agreement on the terms and conditions described herein.

D. City desires to retain Consultant to perform the services as provided herein and Consultant desires to provide such professional services as set forth in this Agreement.

AGREEMENT

1. Scope of Services. Consultant shall perform the services described in Consultant's Proposal (Exhibit A). Consultant shall provide such services at the time, place, and in the manner specified in Consultant's Proposal, subject to the direction of the City through its staff that it may provide from time to time.

2. Time of Performance.

a. Time of Essence. Time is of the essence in the performance of this Agreement. The time for completion of the professional services to be performed by Consultant is an essential condition of this Agreement. Consultant shall prosecute regularly and diligently the professional services contemplated pursuant to this Agreement according to the agreed upon performance schedule in Consultant's Proposal (Exhibit A).

b. Performance Schedule. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the Consultant's Proposal (Exhibit A). When requested by Consultant, extensions to the time period(s) specified may be approved in writing by the City Manager.

c. Term. The term of this Agreement shall commence upon execution of this Agreement and shall continue until the services and related work are completed in accordance with the Consultant's Proposal (Exhibit A).

3. Compensation. Compensation to be paid to Consultant shall be in accordance with the fees set forth in Consultants' Proposal (Exhibit A), which is attached hereto and incorporated herein by reference. In no event shall Consultant's compensation exceed Click or

tap here to enter text. dollars (Click or tap here to enter text.) without additional written authorization from the City. Notwithstanding any provision of Consultant's Proposal to the contrary, out of pocket expenses set forth in Exhibit A shall be reimbursed at cost without an inflator or administrative charge. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to the City at the time of payment.

4. Method of Payment. Consultant shall promptly submit billings to the City describing the services and related work performed during the preceding month to the extent that such services and related work were performed. Consultant's bills shall be segregated by project task, if applicable, such that the City receives a separate accounting for work done on each individual task for which Consultant provides services. Consultant's bills shall include a brief description of the services performed, the date the services were performed, the number of hours spent and by whom, and a description of any reimbursable expenditures. City shall pay Consultant no later than forty-five (45) days after receipt of the monthly invoice by City staff.

5. Background Checks. At any time during the term of this Agreement, the City reserves the right to make an independent investigation into the background of Consultant's personnel who perform work required by this Agreement, including but not limited to their references, character, address history, past employment, education, social security number validation, and criminal or police records, for the purpose of confirming that such personnel are lawfully employed, qualified to provide the subject service or pose a risk to the safety of persons or property in and around the vicinity of where the services will be rendered or City Hall. If the City makes a reasonable determination that any of Consultant's prospective or then current personnel is deemed objectionable, then the City may notify Consultant of the same. Consultant shall not use that personnel to perform work required by this Agreement, and if necessary, shall replace him or her with a suitable worker.

6. Suspension or Termination.

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 such 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 entitled "Method of Payment" herein.

7. Plans, Studies, Documents.

a. Ownership of Documents. All plans, studies, documents and other writings prepared by and for Consultant, its officers, employees and agents and subcontractors in the course of implementing this Agreement, except working notepad internal documents, shall become the property of the City upon payment to Consultant for such work, and the City shall have the sole right to use such materials in its discretion without further compensation to Consultant or to any other party. Consultant shall, at Consultant's expense, provide such reports, plans, studies, documents and other writings to City upon written request. City shall have sole determination of the public's rights to documents under the Public Records Act, and any third-party requests of Consultant shall be immediately referred to City, without any other actions by Consultant.

b. Licensing of Intellectual Property. This Agreement creates a nonexclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require that all subcontractors agree in writing that City is granted a nonexclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

c. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the services under this Agreement. Nor shall such materials be disclosed to any person or entity not connected with the performance of the services under this Agreement. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs relating to project for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

8. Consultant's Books and Records.

a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant to this Agreement.

b. Consultant shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

c. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Auditor or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Consultant's address indicated for receipt of notices in this Agreement.

d. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Consultant's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in City Hall. Access to such records and documents shall be granted to any party authorized by Consultant, Consultant's representatives, or Consultant's successor-in-interest.

9. Independent Contractor.

a. Consultant is and shall at all times remain as to the City a wholly independent contractor pursuant to California Labor Code Section 3353. 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, or agents 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 whatsoever against City, or bind City in any manner.

b. Notwithstanding any other federal, state and local laws, codes, ordinances and regulations to the contrary and except for the fees paid to Consultant as provided in the Agreement, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

11. Interests of Consultant. Consultant (including principals, associates and professional employees) covenants and represents that it does not now have any investment or interest in real property and shall not acquire any interest, direct or indirect, in the area covered by this Agreement or any other source of income, interest in real property or investment which would be affected in any manner or degree by the performance of Consultant's services hereunder. Consultant further covenants and represents that in the performance of its duties hereunder no person having any such interest shall perform any services under this Agreement.

Consultant is not a designated employee within the meaning of the Political Reform Act because Consultant:

a. will conduct research and arrive at conclusions with respect to his/her rendition of information, advice, recommendation or counsel independent of the control and direction of the City or of any City official, other than normal agreement monitoring; and

b. possesses no authority with respect to any City decision beyond rendition of information, advice, recommendation or counsel. (FPPC Reg. 18700(a)(2).)

12. Professional Ability of Consultant. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall therefore provide properly skilled professional and technical personnel to perform all services under this Agreement. All work performed by Consultant under this Agreement shall be in accordance with applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in Consultant's field of expertise.

13. Compliance with Laws.

a. Consultant shall comply with all local, state and federal laws and regulations applicable to the services required hereunder, including any rule, regulation or bylaw governing the conduct or performance of Consultant and/or its employees, officers, or board members.

b. Consultant represents that it has obtained and will maintain at all times during the term of this Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this Agreement, including a City business license.

14. Licenses. Consultant represents and warrants to City that it has the licenses, permits, qualifications, insurance and approvals of whatsoever nature which are legally required of Consultant to practice its profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, insurance and approvals which are legally required of Consultant to practice its profession. Consultant shall maintain a City of Lake Elsinore business license.

15. Indemnity. Consultant shall indemnify, defend, and hold harmless the City and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the sole negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold

harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

16. Insurance Requirements.

a. Insurance. Consultant, at Consultant's own cost and expense, shall procure and maintain, for the duration of the contract, unless modified by the City's Risk Manager, the following insurance policies.

i. Workers' Compensation Coverage. Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California. In addition, Consultant shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California for all of the subcontractor's 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 City, its officers, agents, employees and volunteers for losses arising from work performed by Consultant for City. In the event that Consultant is exempt from Worker's Compensation Insurance and Employer's Liability Insurance for his/her employees in accordance with the laws of the State of California, Consultant shall submit to the City a Certificate of Exemption from Workers Compensation Insurance in a form approved by the City Attorney.

ii. General Liability Coverage. Consultant shall maintain commercial general liability insurance in an amount 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. Required commercial general liability coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) or Insurance Services Office form number GL 0002 (ed. 1/73) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. No endorsement may be attached limiting the coverage.

iii. Automobile Liability Coverage. Consultant shall maintain automobile liability insurance covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage for owned, hired and non-owned vehicles, in an amount of not less than one million dollars (\$1,000,000) combined single limit for each occurrence. Automobile liability coverage must be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 ("any auto"). No endorsement may be attached limiting the coverage.

iv. Professional Liability Coverage. Consultant shall maintain professional errors and omissions liability insurance appropriate for Consultant's profession for protection against claims alleging negligent acts, errors or omissions which may arise from Consultant's services under this Agreement, whether such services are provided by the Consultant or by its employees, subcontractors, or sub consultants. 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.

b. Endorsements. Each general liability and automobile liability insurance policy shall be with insurers possessing a Best's rating of no less than A:VII and shall be endorsed with the following specific language:

i. Notwithstanding any inconsistent statement in any required insurance policies or any subsequent endorsements attached thereto, the protection offered by all policies, except for Workers' Compensation, shall bear an endorsement whereby it is provided that, the City and its officers, employees, servants, volunteers and agents and independent contractors, including without limitation, the City Manager and City Attorney, are named as additional insureds. Additional insureds shall be entitled to the full benefit of all insurance policies in the same manner and to the same extent as any other insureds and there shall be no limitation to the benefits conferred upon them other than policy limits to coverages.

ii. 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 it.

iii. 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.

iv. The insurer waives all rights of subrogation against the City, its elected or appointed officers, officials, employees or agents.

v. 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.

vi. 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. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, Consultant shall demonstrate financial capability for payment of such deductibles or self-insured retentions.

d. Certificates of Insurance. Consultant shall provide certificates of insurance with original endorsements to 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.

17. Notices. Any notice required to be given under this Agreement shall be in writing and either served personally or sent prepaid, first class mail. Any such notice shall be addressed to the other party at the address set forth below. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this section.

If to City: City of Lake Elsinore
Attn: City Manager
130 South Main Street
Lake Elsinore, CA 92530

With a copy to: City of Lake Elsinore
Attn: City Clerk
130 South Main Street
Lake Elsinore, CA 92530

If to Consultant: Click or tap here to enter text.
Attn: Click or tap here to enter text. Click or tap here to enter text. Click or tap here to enter text.

18. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this Agreement is the professional reputation, experience and competence of Consultant and the subcontractors listed in Exhibit B. Consultant shall be fully responsible to City for all acts or omissions of any subcontractors. Assignments of any or all rights, duties or obligations of the Consultant under this Agreement will be permitted only with the express consent of the City. Consultant shall not subcontract any portion of the work to be performed under this Agreement except as provided in Exhibit B without the written authorization of the City. If City consents to such subcontract, Consultant shall be fully responsible to City for all acts or omissions of those subcontractors. Nothing in this Agreement shall create any contractual relationship between City and any subcontractor nor shall it create any obligation on the part of the City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise is required by law.

19. Waiver. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach of the same or any other provision under this Agreement.

20. Litigation Expenses and Attorneys' Fees. If either party to this Agreement commences any legal action against the other party arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Mediation. The parties agree to make a good faith attempt to resolve any disputes arising out of this Agreement through mediation prior to commencing litigation. The parties shall mutually agree upon the mediator and share the costs of mediation equally. If the parties are unable to agree upon a mediator, the dispute shall be submitted to JAMS or its successor in interest. JAMS shall provide the parties with the names of five qualified mediators. Each party shall have the option to strike two of the five mediators selected by JAMS and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

22. Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, 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 a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service

with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

23. Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

24. Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Consultant agrees to fully comply with all applicable federal and state labor laws (including, without limitation, if applicable, the Prevailing Wage Laws). It is agreed by the parties that, in connection with the Work or Services provided pursuant to this Agreement, Consultant shall bear all risks of payment or non-payment of prevailing wages under California law, and Consultant hereby agrees to defend, indemnify, and hold the City, and its officials, officers, employees, agents, and volunteers, free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. The foregoing indemnity shall survive termination of this Agreement.

25. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

26. Controlling Law Venue. This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Riverside.

27. Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and to bind each respective party. The City Manager is authorized to enter into an amendment or otherwise take action on behalf of the City to make the following modifications to the Agreement: (a) a name change; (b) grant extensions of time; (c) non-monetary changes in the scope of services; and/or (d) suspend or terminate the Agreement.

28. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

29. Entire Agreement; Incorporation; Conflict. This Agreement contains the entire understanding between the parties relating to the obligations described herein. All prior or contemporaneous understandings, agreements, representations and statements, oral or written, are superseded in total by this Agreement and shall be of no further force or effect. Consultant's Proposal is incorporated only for the description of the scope of services and/or the schedule of performance and no other terms and conditions from such proposal shall apply to this Agreement unless specifically agreed to in writing. In the event of conflict, this Agreement shall take precedence over those contained in the Consultant's Proposal.

30. Amendments. This Agreement may be modified or amended only by a written document executed by both Consultant and City and approved as to form by the City Attorney.

[Signatures on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

“CITY”

CITY OF LAKE ELSINORE, a municipal corporation

“CONSULTANT”

Click or tap here to enter text., a Click or tap here to enter text.

City Manager

By: Click or tap here to enter text.

Its: Click or tap here to enter text.

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Assistant City Manager

Attachments: Exhibit A – Consultant’s Proposal
Exhibit B – List of Subcontractors

EXHIBIT A

CONSULTANT'S PROPOSAL

[ATTACHED]

EXHIBIT B

LIST OF SUBCONTRACTORS

[ATTACHED]

EXHIBIT "C"

CERTIFICATE OF EXEMPTION FROM WORKERS= COMPENSATION INSURANCE

I hereby certify that in the performance of the work for which this Agreement is entered into, I shall not employ any person in any manner so as to become subject to the Workers' Compensation Laws of the State of California.

Executed on this _____ day of _____, 20__ at _____, California.

Consultant

EXHIBIT "D"

LIST OF SUB-CONSULTANTS / SUBCONTRACTORS