

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM  
3.41  
(ID # 2963)

**MEETING DATE:**  
Tuesday, December 13, 2016

**FROM :** TLMA-PLANNING:

**SUBJECT:** TLMA- PLANNING: Approve and execute the Professional Services Agreement with CASC Engineering and Consulting, Inc., KTG Y Group, Inc., Michael Baker International, and Kimley-Horn and Associates, Inc. For Community Planning and Design Services through June 30, 2022. [All Districts], [\$2,800,000 Aggregate]; 100% General Fund

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the Professional Services Agreements with CASC Engineering and Consulting, Inc., KTG Y Group, Inc., Michael Baker International, and Kimley-Horn and Associates, Inc. for Community Planning and Design Services for an aggregate amount of \$2,800,000, through June 30, 2022 and;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to: a) sign amendments that do not change the substantive terms of the Agreement; (b) move the allocated funds among the vendors; and (c) sign amendments to the compensation provisions that do not exceed 10% annually.

**ACTION:** Policy

Juan O. Flores, Director of Transportation & Land Management 11/30/2016

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 300,000	\$ 500,000	\$ 2,800,000	\$ 0
NET COUNTY COST	\$ 300,000	\$ 500,000	\$ 2,800,000	\$ 0
SOURCE OF FUNDS: 100% General Fund, included in approved FY 16/17 Planning Budget			Budget Adjustment: No	
			For Fiscal Year: FY17 to FY22	

**C.E.O. RECOMMENDATION:** Approve

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Washington, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione Washington and Ashley  
 Nays: None  
 Absent: Benoit  
 Date: December 13, 2016  
 xc: Planning, Purchasing

Kecia Harper-Ihem  
 Clerk of the Board  
 By: Deputy

**3-41**

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**BACKGROUND:**

Summary The Planning Department is initiating four individual community planning efforts throughout the County with the objective of proactively planning for future growth, and preparing both the requisite General Plan Amendments (GPA) and the necessary California Environmental Quality Act (CEQA) studies for each Community Plan. A significant community outreach component is included to work closely with interested parties and affected stakeholders. Each Community Plan will be unique to the community it serves. As such, each effort will progress in a manner independent from the other three. The Community Plans will focus on the County Unincorporated areas of: 1) Hwy. 74 between the cities of Lake Elsinore and Perris, 2) Winchester, 3) Cabazon and, 4) Thousand Palms. Due to the unique nature of these efforts, the Planning Department has budgeted for and intends to secure the services of several consulting firms with experience in these types of planning efforts.

In support of the aforementioned community planning efforts, the Transportation and Land Management Agency on behalf of Planning Department has requested that the above mentioned contractors provide all services as outlined and specified in the submitted contracts with a scope of work, and the prices stated in Exhibit B, Payment Provisions.

In August 2016, the responses were reviewed by the evaluation team consisting of representatives from the Planning Department. The evaluation criteria for the bid included overall responsiveness and understanding of the RFP requirements, bidder experience and ability, technical capability/qualifications, cost, references, and other factors. Based on the evaluation of the initial proposals, CASC Engineering and Consulting, Inc., KTG Y Group, Inc., Michael Baker International, and Kimley-Horn and Associates, Inc. were selected by the evaluation team as the most responsive/responsible vendors. Contracting for the services of four vendors instead of one affords the Department flexibility to ensure that the work is performed in an efficient and cost effective manner over the duration of the contract.

Community planning is a complex, multi-year process that includes significant community outreach, land use analysis, a GPA and necessary documentation for purposes of CEQA. The agreements shall be effective through June 30, 2022, unless terminated earlier. It should be noted that most, if not all, of the above mentioned community plans may come to a conclusion prior to 2022. Having these contracts in place for up to 2022 will allow consultant availability to take on additional community plans initiated at a future date.

County Counsel has also reviewed and updated the proposed contracts to comply with the latest legal requirements.

**Impact on Residents and Businesses**

Community Plans are a vital tool to proactively analyze areas that may experience future growth. With the loss of redevelopment, proactive community planning is one of the few tools left available to help properly plan for growth and promote economic development in future

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growth areas. Working closely with existing property owners and businesses and other stakeholders, they provide a tool to guide balanced development that: 1) looks holistically at the opportunities and constraints within the community, 2) identifies densities and land uses can be supported by existing and/or future planned infrastructure, 3) examines public services and other amenities to be incorporated, and 4) includes early outreach to the local residents and businesses. Early outreach affords residents and businesses the opportunity to guide the future development of their communities while such development is still within the conceptual land use stage. Community Planning efforts can range from conceptual land use planning at the outset to eventually lead to general plan amendments and other tools such as consistency zoning to lower the cost of individual development and foster economic growth.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Maximum payment by the County to the four (4) Consultants shall not exceed \$2,800,000 through June 30, 2022. These Four community projects (Hwy. 74 between the cities of Lake Elsinore and Perris, Winchester, Cabazon, Thousand Palms) will be funded as General Fund support if available. No dollar amount of work is guaranteed. The basis for work will be on "as-needed" basis. The contract amount is anticipated to be divided as follows, with actual costs to depend on the timing of each specific project as it progresses and availability of funding.

<b>Vendor</b>	<b>Annual Amount</b>	<b>FY 17 Cost</b>	<b>5 Year Aggregate</b>	<b>Total</b>
CASC	\$125,000	\$75,000	\$631,600	\$700,000
KTGY	\$125,000	\$75,000	\$631,600	\$700,000
Michael Baker	\$125,000	\$75,000	\$631,600	\$700,000
Kimley Horn	\$125,000	\$75,000	\$631,600	\$700,000
		<b>Total \$300,000</b>		<b>Total \$2,800,000</b>

It should be noted that the FY 17 total cost is included in the current Planning Department approved budget. Subsequent FY costs will be adjusted based on future approved budgets, and the work can be suspended at any time if funding is not available. The contracts include provisions for the County to terminate at any time.

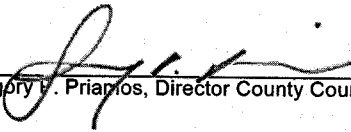
**Contract History and Price Reasonableness**

The proposed agreements will be in effect through June 30, 2022, unless terminated earlier. Purchasing and TLMA have reviewed the proposed hourly rates and they are comparable for such work in the industry. Vendors' technical knowledge of this effort is significant and critical to the completion of the aforementioned work.

**Attachments:**

(A, B, C, D) Contract Agreements

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STATE OF CALIFORNIA**

  
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Gregory V. Priamos, Director County Counsel      11/30/2016

**PROFESSIONAL SERVICE AGREEMENT**

for

**COMMUNITY PLANNING AND DESIGN SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**MICHAEL BAKER INTERNATIONAL, Inc.**



DEC 13 2016 3.41

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This Agreement, made and entered into this 13<sup>th</sup> of December 2016, by and between Michael Baker International, Inc., a Pennsylvania Corporation (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2022, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside COUNTY Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$700,000 (Seven Hundred Thousand Dollars) in aggregate including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (if applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange COUNTY areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within seven (7) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) calendar days from the date of receipt of the invoice. Invoices must be submitted monthly. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Transportation Land Management Agency  
Planning Department  
4080 Lemon Street  
Riverside, CA 92501  
Attn: Fiscal Services, 14<sup>th</sup> Floor

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number TLARC-90657-00006-6/22; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,



COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside COUNTY before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the COUNTY of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside COUNTY. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

16.1 The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The Transportation Land Management Agency, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Transportation and Land Management Agency  
4080 Lemon Street  
Riverside, CA 92501  
Attn: Henry Robles

**CONTRACTOR**

Michael Baker International Inc.  
40810 County Center Drive  
Temecula, CA 92591  
Attn: Darin Johnson, PE

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.



21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

21.4 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the COUNTY of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The COUNTY of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or

reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

### **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of

this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

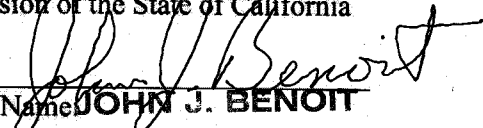
**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

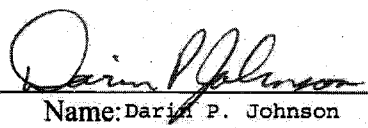
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

By:   
Name: **JOHN J. BENOIT**  
Title: **CHAIRMAN, BOARD OF SUPERVISORS**

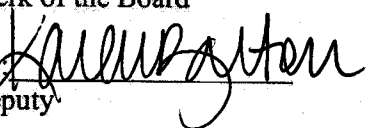
Dated: DEC 13 2016

Michael Baker International, Inc.

By:   
Name: **Darin P. Johnson**  
Title: **Vice Pres./Office Executive**

Dated: November 11, 2016

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By:   
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
COUNTY Counsel

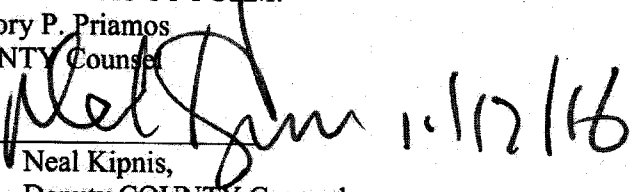
By:  11/12/16  
Neal Kipnis,  
Deputy COUNTY Counsel

Exhibit A  
Scope of Services  
CONTRACTOR Requirements

**1.0 Plan Review**

1.1 CONTRACTOR shall review relevant background data and plans, including the general plan, zoning, environmental constraints, market research and demographic data, available infrastructure, AB 52 and cultural resources data, and future plans for the Morongo reservation and land holdings, existing community plans and scoping efforts.

**2.0 On Site Visit**

2.1 CONTRACTOR shall perform on site visits to evaluate all significant existing buildings, features, topographical landforms, flood plane areas, circulation, and potential amenities.

**3.0 Base Maps & Data Sets**

3.1 CONTRACTOR shall collaborate with COUNTY staff to acquire working base GIS maps and data sets and consolidate them into a common working platform. The CONTRACTOR shall meet early with the COUNTY Information Technology Department and COUNTY Planning Department to determine appropriate mapping conventions that shall ensure that resultant mapping and data products can easily be integrated into the COUNTY's GIS data base.

**4.0 Planning Area Analysis**

4.1 CONTRACTOR shall perform an analysis of the planning area opportunities within Cabazon, Winchester, Hwy 74 and Thousand Palms and the outlying areas. CONTRACTOR shall identify constraints, including circulation/access, land uses, flood plane, public space/open space, transit, infrastructure, etc. CONTRACTOR shall provide concrete recommendations concerning how these elements can be addressed in (or used to enhance) project design or via feasible policies or mitigation measures.

**5.0 Vision & Goals**

5.1 CONTRACTOR shall establish initial vision, goals, policies and implementing actions for the projects through the creation of Design Principles, Objectives, and Conceptual Design Imagery.

**6.0 Preliminary Development Program**

6.1 CONTRACTOR shall establish preliminary development programs with a phasing component, which shall provide a summary of land uses, acreages, densities, unit counts, which addresses civic needs cultural resource policy plan, commercial opportunities, and identification of entertainment venues residential need targets parks with open space connectivity throughout the communities, and multi-modal transit opportunities.

**7.0 Alternative Scenarios**

7.1 CONTRACTOR shall prepare two alternative vision scenarios for each community that shall include:

7.1.1 Retail, residential, cultural, open space, transit and connectivity

- 7.1.2 Amenities such as plazas, parks, connective trails, transit hub, and mixed use opportunities. Community gateway theme locations;
- 7.1.3 Parking, circulation, and access functions; and
- 7.1.4 A statistical summary of land uses, dwelling units.

**8.0 Meetings**

- 8.1 CONTRACTOR shall conduct a minimum of three focused topic team meetings for each Community Plan with the COUNTY and its conceptual development partners that could include but not be limited to: Tribal neighbors, Municipal Advisory Councils, Community Advisory Councils, other stakeholders, etc. Such meetings may include a joint visioning workshop(s). Additional meetings may need to be coordinated with District offices in which each project resides and that the CONTRACTOR shall be in attendance.
- 8.2 CONTRACTOR shall meet with the COUNTY Project Manager(s) on a regular basis (minimum monthly) to address the status of the project(s) and key decision making issues.
- 8.3 CONTRACTOR shall prepare a scope of work and a cost proposal for a prospective General Plan Amendment and corresponding CEQA document for each of the community planning efforts.

**General Plan Amendments**

**1.0 The CONTRACTOR shall prepare a General Plan Amendment (GPA) and Consistency Zoning for each Community Planning Effort Described Above.** Due to the unique complexities of each of the communities identified above, the COUNTY anticipates that the Community Plans may advance at their own pace. To that end, the COUNTY envisions as many as four separate GPAs and their corollary CEQA documents/processes. If work efficiencies can be gained by combining two or more of the community planning efforts into one GPA, the CONTRACTOR should do so. To that end, the CONTRACTOR shall:

- 1.0.1 Identify what modifications (text, figures, tables and appendices) to the General Plan are necessary to address the individual Community Planning effort and ensure consistency within the COUNTY's General Plan. Such modifications may include but not be limited to the Land Use Element, Circulation Element, Open Space Element, the specific Area Plan in which the subject Community Plan is located, etc.
- 1.0.2 The CONTRACTOR shall develop the necessary General Plan text and policies pursuant to each Community Plan effort. CONTRACTOR shall have a thorough understanding of the COUNTY's General Plan nomenclature, format and style is essential to this task and the CONTRACTOR is expected to provide a seamless integration of the new work product into the General Plan. In this task, the CONTRACTOR is expected to modify the necessary text, figures, tables and appendices identified and provide an Administrative Draft of the GPA document in redline/strikeout for the COUNTY's review.



- 1.0.3 The CONTRACTORS proposed projects shall include consistency zoning for the General Plan Land Use Designations that may change as a result of the proposed Community Plans. Therefore the CONTRACTOR shall prepare the necessary modifications to the COUNTY's Zoning Code (Ord. No. 348), prepare zoning maps in a manner acceptable to the COUNTY Survey Department and COUNTY Counsel, and other documentation as necessary.
- 1.0.4 Upon receipt of the COUNTY's modifications to the Administrative Draft, the CONTRACTOR shall prepare a final draft of the GPA to be publicly circulated as "the Project" with the appropriate draft CEQA documentation. The CONTRACTOR shall be responsible for any additional modifications that may be necessary during the subsequent Public Review and Public Hearing process(es).
- 1.0.5 Following the completion of the Public Hearing process, the CONTRACTOR shall work with COUNTY staff to integrate the GPA into the COUNTY's General Plan documents.
- 1.0.6 The CONTRACTOR shall work with COUNTY staff to conduct tribal consultations in conjunction with SB18 and AB52.

**1.1 Prepare Requisite CEQA documentation**

- 1.1.1 The proposed projects the CONTRACTOR shall be responsible for shall include a General Plan Amendment as well as potential changes to General Plan policies and programs and are therefore considered a project under the California Environmental Quality Act (CEQA). The CONTRACTOR shall prepare the requisite CEQA documentation that could take the form of an Addendum, MND, EIR or other appropriate CEQA document that addresses all aspects of the proposed project and any corollary modifications to other General Plan Elements, Area Plans and Appendices as necessary. Early on in the project development, the CONTRACTOR shall meet with the COUNTY to identify the necessary components of the proposed project and identify the corresponding CEQA documentation requirements.
- 1.1.2 The CONTRACTOR shall prepare all necessary amendments to the General Plan text, tables, figures and appendices to ensure consistency between the proposed GPAs and all other General Plan components.
- 1.1.3 **Preparation of a Project Description, Initial Study Checklist, and Notice of Preparation**
  - 1.1.3.1 The CONTRACTOR shall prepare a complete project description that shall be used in the Notice of Preparation (NOP) for a Draft EIR or other appropriate CEQA document. The CONTRACTOR shall also prepare an Initial Study that shall help focus the content of the EIR and accompany the NOP. The CONTRACTOR shall review the draft project description and Initial Study with the COUNTY prior to completion of the NOP. The CONTRACTOR shall prepare for and conduct a minimum of one scoping meeting to discuss the content of the CEQA document and the extent of technical studies (if any) used to complete the analysis. For this project, the technical analyses may include but may not be limited to the following:

**1.1.4 Administrative Draft EIR**

1.1.4.1 Should an EIR be required for this project, the CONTRACTOR shall provide an Administrative Draft EIR for review by the COUNTY. The CONTRACTOR shall attend a meeting at the COUNTY to review comments on the administrative draft. The CONTRACTOR shall prepare a screen check version of the Draft EIR for final review prior to duplication or distribution.

**1.1.5 Public Review Draft EIR**

1.1.5.1 Should an EIR(s) be required for these Community Plans, the CONTRACTOR shall be required to prepare a public draft CEQA document and submit to the COUNTY four bound copies, one unbound copy, and one copy of each Draft CEQA (and GPA) document on CD or DVD in Adobe PDF and Microsoft Word format. Appendices to the draft document shall be provided on CD or DVDs and inserted into the hard copies of the draft CEQA document. The CONTRACTOR shall be expected to assist the COUNTY with all aspects of mailing out the required public notices and draft documents for public review including maintaining an official project mailing list, providing as many as 150 CDs or more of the draft documents in Adobe PDF form ready for distribution by the COUNTY. The Planning Department shall handle postage and final distribution. In addition, the CONTRACTOR shall deliver 15 copies of the Executive Summary and draft CEQA (with appendices) to the State Clearinghouse on behalf of the COUNTY. The CONTRACTOR shall prepare drafts of the public notices for consideration by the COUNTY. The COUNTY shall ensure publication of the notices. The CONTRACTOR shall also provide Adobe PDF versions of all submittals suitable for posting on the COUNTY's website.

1.1.5.2 The CONTRACTOR shall handle all transmittals to the State Clearing House and OPR in a timely and complete manner.

1.1.5.3 The CONTRACTOR shall develop and maintain the project mailing database with input from the COUNTY.

**1.1.6 Administrative Draft Final EIR**

1.1.6.1 Should an EIR be necessary for these projects, the CONTRACTOR shall be required to organize and draft initial responses to comments and work with the COUNTY to finalize the responses. Upon completion, the CONTRACTOR shall provide one unbound copy of the Administrative Final CEQA document and shall forward that Administrative Final CEQA to the COUNTY to review each project.

**1.1.7 Public Draft Final CEQA Document**

1.1.7.1 Should an EIR be required for these projects, the CONTRACTOR shall prepare the Draft EIR, list of commenters on the Draft EIR, comment letters, responses, and errata to the Draft EIR and other components that comprise the Final EIR. The CONTRACTOR shall provide five bound copies, one unbound copy, and one copy of the Final EIR on CD or DVD in Adobe PDF and Microsoft Word format to the COUNTY.

**1.1.8 Response to Comments, Findings, and MMRP**

1.1.8.1 Should an EIR be required for these projects, the CONTRACTOR with respect to the Final EIR and response to comments, this scope anticipates 10 comment letters of normal detail (two to three pages in length). Comment letters in excess of 10 total letters and/or comment letters that are considered very complex which require substantial effort or additional analysis to respond to, shall be considered outside of this scope of work and cost estimate.

1.1.8.2 The CONTRACTOR shall prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. The CONTRACTOR shall draft the MMRP using the information contained in the environmental analysis, including the specific mitigation measures, assignments of responsibility, relationships to project implementation, and time frames for implementation.

1.1.8.3 The CONTRACTOR shall draft findings for the EIR for review and comment by the COUNTY as part of the Final EIR process. The CONTRACTOR shall also assist with resolutions of certification for the EIR and completion of all forms for transmittal of documents.

**1.1.9 Staff Reports and Adoption Hearings**

1.1.9.1 The CONTRACTOR shall assist with the preparation of staff reports, hearing materials, zoning maps and documents, and prepare presentation materials for hearings before the Planning Commission and the Board of Supervisors' including an adoption hearing for the EIR.

1.1.9.2 The CONTRACTOR shall prepare the appropriate notices and documents for the COUNTY required to ensure that proper notice is provided to the public for all hearings.

**1.2 Technical Studies in Support of GPA**

1.2.1 The CONTRACTOR shall prepare any needed technical studies in support of the GPAs and prospective Consistency Zoning changes.

**1.3 Assist RCIT- GIS in Preparation of Maps**

1.3.1 The CONTRACTOR shall work with COUNTY Information Technologies Department's GIS Division and Planning staff to prepare any necessary updates to the Riverside COUNTY General Plan. The CONTRACTOR shall provide the updated maps to the COUNTY in a format acceptable to the COUNTY's Information Technologies Department's GIS Division.

**1.4 Consultations with Property Owners and Stakeholder**

1.4.1 Unless otherwise indicated by the COUNTY, the CONTRACTOR shall hold a minimum of three outreach and/or stakeholder meetings (for each community planning effort) to discuss the proposed community planning effort.

**1.5 Assist in Preparation of Staff Reports**

1.5.1 The CONTRACTOR shall assist COUNTY staff in preparation of staff reports for one to two Planning Commission hearings and one Board of Supervisor hearing to adopt the General Plan Amendments.

**1.6 Attend Planning Commission and Board of Supervisors meetings**

1.6.1 The CONTRACTOR shall attend one to two Planning Commission hearings and one Board of Supervisor hearing to adopt the General Plan amendments and any prospective zoning changes. The CONTRACTOR shall prepare and participate in the presentation of a PowerPoint presentation for each meeting.

**1.7 Deliverables: CONTRACTOR shall prepare a screencheck, draft and final General Plan Amendment and Subsequent EIR (or other appropriate CEQA documentation)**

**2.0 Public Outreach Program**

2.1 The CONTRACTOR shall develop, coordinate and execute a community outreach program that shall solicit input from all segments of the community. With this outreach program, the CONTRACTOR shall assume three outreach meetings for each Community Planning effort unless otherwise indicated by the COUNTY.

**2.2 Public Hearings:**

2.2.1 The CONTRACTOR shall prepare the presentations and other materials and exhibits and provide support to COUNTY staff as needed for all public hearings including one workshop and two public hearings before the Planning Commission and one public hearing before the Board of Supervisors for each Community Plan.

**2.3 Outreach Deliverables:**

2.3.1 The CONTRACTOR shall provide web-ready versions of all documents for posting on the COUNTY's website, which shall include current information regarding the schedule of the Housing Element, public meetings, drafts, and other pertinent data.

**4.0 Office of Planning and Research (OPR) Requirements**

4.1 CONTRACTOR shall be responsible for all timely coordination with OPR.

**5.0 Project Management Coordination**

5.1 The CONTRACTOR is expected to lead these efforts with input from COUNTY staff. To that end, the CONTRACTOR shall coordinate with the COUNTY as needed through in-person meetings and conference calls to complete the four Community Plans, develop the respective GPAs and corollary CEQA documentation in an efficient and timely fashion.

**5.2 Deliverables**

5.2.1 Regular project meetings and regular project schedules (with critical paths identified) shall be prepared by the CONTRACTOR periodically for the duration of the projects.

The CONTRACTOR is expected to lead these efforts with input from COUNTY staff.

**Exhibit B**

**PAYMENT PROVISIONS**

Hourly Rate must be an all-inclusive rate and include administration, travel, training and operating costs.

<b>Profession Title</b>	<b>Hourly Rate</b>
Principal	\$250.00/hour
Senior Project Manager	\$205.00/hour
Principal Planner	\$205.00/hour
Principal Biologist	\$200.00/hour
Technical Manager	\$180.00/hour
Sr. Air Quality/Greenhouse Gas Specialist	\$152.00/hour
Project Planner	\$148.00/hour
Air Quality/Greenhouse Gas Staff	\$118.00/hour
CEQA Specialist	\$118.00/hour
Senior Environmental Analyst	\$138.00/hour
Staff Planner	\$97.00/hour
GIS Staff	\$135.00/hour
Graphic Artist	\$97.00/hour
Office/Admin./Editing Support Staff	\$63.00/hour

**PROFESSIONAL SERVICE AGREEMENT**

for

**COMMUNITY PLANNING AND DESIGN SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**CASC ENGINEERING AND CONSULTING, INC.**



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This Agreement, made and entered into this 13<sup>th</sup> of December 2016, by and between CASC Engineering and Consulting, Inc. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2022, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside COUNTY Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$700,000 (Seven Hundred Thousand Dollars) in aggregate including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange COUNTY areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Transportation Land Management Agency  
Planning Department  
4080 Lemon Street  
Riverside, CA 92501  
Attn: Fiscal Services, 14<sup>th</sup> Floor

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number TLARC-90657-00012-6/22; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

8. **Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

9. **Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside COUNTY before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance

of this Agreement as required by the laws and regulations of the United States, the State of California, the COUNTY of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside COUNTY, if agreed to by each entity. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public



disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. **Administration/Contract Liaison**

The Transportation Land Management Agency, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. **Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Transportation and Land Management Agency  
4080 Lemon Street  
Riverside, CA 92501  
Attn: Henry Robles

**CONTRACTOR**

CASC Engineering and Consulting, Inc.  
1470 E. Cooley Dr.  
Colton, CA 92324  
Attn: Michelle E Furlong

19. **Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. **EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage based upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to the performance of this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

21.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**22. Insurance**

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the COUNTY of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The COUNTY of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives,

prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## **23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

CASC Engineering and Consulting, Inc.

By: [Signature]  
Name: JOHN J. BENOIT  
Title: CHAIRMAN, BOARD OF SUPERVISORS

By: [Signature]  
Name: Michelle E. Fulmer  
Title: Secretary/Treasurer

Dated: DEC 13 2016

Dated: 11/11/16

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
COUNTY Counsel

By: [Signature] 11/17/16  
Neal Kipnis,  
Deputy COUNTY Counsel



Exhibit A  
Scope of Services  
CONTRACTOR Requirements

**1.0 Plan Review**

1.1 CONTRACTOR shall review relevant background data and plans, including the general plan, zoning, environmental constraints, market research and demographic data, available infrastructure, AB 52 and cultural resources data, and future plans for the Morongo reservation and land holdings, existing community plans and scoping efforts.

**2.0 On Site Visit**

2.1 CONTRACTOR shall perform on site visits to evaluate all significant existing buildings, features, topographical landforms, flood plane areas, circulation, and potential amenities.

**3.0 Base Maps & Data Sets**

3.1 CONTRACTOR shall collaborate with COUNTY staff to acquire working base GIS maps and data sets and consolidate them into a common working platform. The CONTRACTOR shall meet early with the COUNTY Information Technology Department and COUNTY Planning Department to determine appropriate mapping conventions that shall ensure that resultant mapping and data products can easily be integrated into the COUNTY's GIS data base.

**4.0 Planning Area Analysis**

4.1 CONTRACTOR shall perform an analysis of the planning area opportunities within Cabazon, Winchester, Hwy 74 and Thousand Palms and the outlying areas. CONTRACTOR shall identify constraints, including circulation/access, land uses, flood plane, public space/open space, transit, infrastructure, etc. CONTRACTOR shall provide concrete recommendations concerning how these elements can be addressed in (or used to enhance) project design or via feasible policies or mitigation measures.

**5.0 Vision & Goals**

5.1 CONTRACTOR shall establish initial vision, goals, policies and implementing actions for the projects through the creation of Design Principles, Objectives, and Conceptual Design Imagery.

**6.0 Preliminary Development Program**

6.1 CONTRACTOR shall establish preliminary development programs with a phasing component, which shall provide a summary of land uses, acreages, densities, unit counts, which addresses civic needs cultural resource policy plan, commercial opportunities, and identification of entertainment venues residential need targets parks with open space connectivity throughout the communities, and multi-modal transit opportunities.

**7.0 Alternative Scenarios**

7.1 CONTRACTOR shall prepare two alternative vision scenarios for each community that shall include:

7.1.1 Retail, residential, cultural, open space, transit and connectivity

- 7.1.2 Amenities such as plazas, parks, connective trails, transit hub, and mixed use opportunities. Community gateway theme locations;
- 7.1.3 Parking, circulation, and access functions; and
- 7.1.4 A statistical summary of land uses, dwelling units.

**8.0 Meetings**

- 8.1 CONTRACTOR shall conduct a minimum of three focused topic team meetings for each Community Plan with the COUNTY and its conceptual development partners that could include but not be limited to: Tribal neighbors, Municipal Advisory Councils, Community Advisory Councils, other stakeholders, etc. Such meetings may include a joint visioning workshop(s). Additional meetings may need to be coordinated with District offices in which each project resides and that the CONTRACTOR shall be in attendance.
- 8.2 CONTRACTOR shall meet with the COUNTY Project Manager(s) on a regular basis (minimum monthly) to address the status of the project(s) and key decision making issues.
- 8.3 CONTRACTOR shall prepare a scope of work and a cost proposal for a prospective General Plan Amendment and corresponding CEQA document for each of the community planning efforts.

**General Plan Amendments**

**1.0 The CONTRACTOR shall prepare a General Plan Amendment (GPA) and Consistency Zoning for each Community Planning Effort Described Above. Due to the unique complexities of each of the communities identified above, the COUNTY anticipates that the Community Plans may advance at their own pace. To that end, the COUNTY envisions as many as four separate GPAs and their corollary CEQA documents/processes. If work efficiencies can be gained by combining two or more of the community planning efforts into one GPA, the CONTRACTOR should do so. To that end, the CONTRACTOR shall:**

- 1.0.1 Identify what modifications (text, figures, tables and appendices) to the General Plan are necessary to address the individual Community Planning effort and ensure consistency within the COUNTY's General Plan. Such modifications may include but not be limited to the Land Use Element, Circulation Element, Open Space Element, the specific Area Plan in which the subject Community Plan is located, etc.
- 1.0.2 The CONTRACTOR shall develop the necessary General Plan text and policies pursuant to each Community Plan effort. CONTRACTOR shall have a thorough understanding of the COUNTY's General Plan nomenclature, format and style is essential to this task and the CONTRACTOR is expected to provide a seamless integration of the new work product into the General Plan. In this task, the CONTRACTOR is expected to modify the necessary text, figures, tables and appendices identified and provide an Administrative Draft of the GPA document in redline/strikeout for the COUNTY's review.

- 1.0.3 The CONTRACTORS proposed projects shall include consistency zoning for the General Plan Land Use Designations that may change as a result of the proposed Community Plans. Therefore the CONTRACTOR shall prepare the necessary modifications to the COUNTY's Zoning Code (Ord. No. 348), prepare zoning maps in a manner acceptable to the COUNTY Survey Department and COUNTY Counsel, and other documentation as necessary.
- 1.0.4 Upon receipt of the COUNTY's modifications to the Administrative Draft, the CONTRACTOR shall prepare a final draft of the GPA to be publicly circulated as "the Project" with the appropriate draft CEQA documentation. The CONTRACTOR shall be responsible for any additional modifications that may be necessary during the subsequent Public Review and Public Hearing process(es).
- 1.0.5 Following the completion of the Public Hearing process, the CONTRACTOR shall work with COUNTY staff to integrate the GPA into the COUNTY's General Plan documents.
- 1.0.6 The CONTRACTOR shall work with COUNTY staff to conduct tribal consultations in conjunction with SB18 and AB52.

#### **1.1 Prepare Requisite CEQA documentation**

- 1.1.1 The proposed projects the CONTRACTOR shall be responsible for shall include a General Plan Amendment as well as potential changes to General Plan policies and programs and are therefore considered a project under the California Environmental Quality Act (CEQA). The CONTRACTOR shall prepare the requisite CEQA documentation that could take the form of an Addendum, MND, EIR or other appropriate CEQA document that addresses all aspects of the proposed project and any corollary modifications to other General Plan Elements, Area Plans and Appendices as necessary. Early on in the project development, the CONTRACTOR shall meet with the COUNTY to identify the necessary components of the proposed project and identify the corresponding CEQA documentation requirements.
- 1.1.2 The CONTRACTOR shall prepare all necessary amendments to the General Plan text, tables, figures and appendices to ensure consistency between the proposed GPAs and all other General Plan components.
- 1.1.3 **Preparation of a Project Description, Initial Study Checklist, and Notice of Preparation**
  - 1.1.3.1 The CONTRACTOR shall prepare a complete project description that shall be used in the Notice of Preparation (NOP) for a Draft EIR or other appropriate CEQA document. The CONTRACTOR shall also prepare an Initial Study that shall help focus the content of the EIR and accompany the NOP. The CONTRACTOR shall review the draft project description and Initial Study with the COUNTY prior to completion of the NOP. The CONTRACTOR shall prepare for and conduct a minimum of one scoping meeting to discuss the content of the CEQA document and the extent of technical studies (if any) used to complete the analysis. For this project, the technical analyses may include but may not be limited to the following:

**1.1.4 Administrative Draft EIR**

1.1.4.1 Should an EIR be required for this project, the CONTRACTOR shall provide an Administrative Draft EIR for review by the COUNTY. The CONTRACTOR shall attend a meeting at the COUNTY to review comments on the administrative draft. The CONTRACTOR shall prepare a screen check version of the Draft EIR for final review prior to duplication or distribution.

**1.1.5 Public Review Draft EIR**

1.1.5.1 Should an EIR(s) be required for these Community Plans, the CONTRACTOR shall be required to prepare a public draft CEQA document and submit to the COUNTY four bound copies, one unbound copy, and one copy of each Draft CEQA (and GPA) document on CD or DVD in Adobe PDF and Microsoft Word format. Appendices to the draft document shall be provided on CD or DVDs and inserted into the hard copies of the draft CEQA document. The CONTRACTOR shall be expected to assist the COUNTY with all aspects of mailing out the required public notices and draft documents for public review including maintaining an official project mailing list, providing as many as 150 CDs or more of the draft documents in Adobe PDF form ready for distribution by the COUNTY. The Planning Department shall handle postage and final distribution. In addition, the CONTRACTOR shall deliver 15 copies of the Executive Summary and draft CEQA (with appendices) to the State Clearinghouse on behalf of the COUNTY. The CONTRACTOR shall prepare drafts of the public notices for consideration by the COUNTY. The COUNTY shall ensure publication of the notices. The CONTRACTOR shall also provide Adobe PDF versions of all submittals suitable for posting on the COUNTY's website.

1.1.5.2 The CONTRACTOR shall handle all transmittals to the State Clearing House and OPR in a timely and complete manner.

1.1.5.3 The CONTRACTOR shall develop and maintain the project mailing database with input from the COUNTY.

**1.1.6 Administrative Draft Final EIR**

1.1.6.1 Should an EIR be necessary for these projects, the CONTRACTOR shall be required to organize and draft initial responses to comments and work with the COUNTY to finalize the responses. Upon completion, the CONTRACTOR shall provide one unbound copy of the Administrative Final CEQA document and shall forward that Administrative Final CEQA to the COUNTY to review each project.

**1.1.7 Public Draft Final CEQA Document**

1.1.7.1 Should an EIR be required for these projects, the CONTRACTOR shall prepare the Draft EIR, list of commenters on the Draft EIR, comment letters, responses, and errata to the Draft EIR and other components that comprise the Final EIR. The CONTRACTOR shall provide five bound copies, one unbound copy, and one copy of the Final EIR on CD or DVD in Adobe PDF and Microsoft Word format to the COUNTY.

**1.1.8 Response to Comments, Findings, and MMRP**

- 1.1.8.1 Should an EIR be required for these projects, the CONTRACTOR with respect to the Final EIR and response to comments, this scope anticipates 10 comment letters of normal detail (two to three pages in length). Comment letters in excess of 10 total letters and/or comment letters that are considered very complex which require substantial effort or additional analysis to respond to, shall be considered outside of this scope of work and cost estimate.
- 1.1.8.2 The CONTRACTOR shall prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. The CONTRACTOR shall draft the MMRP using the information contained in the environmental analysis, including the specific mitigation measures, assignments of responsibility, relationships to project implementation, and time frames for implementation.
- 1.1.8.3 The CONTRACTOR shall draft findings for the EIR for review and comment by the COUNTY as part of the Final EIR process. The CONTRACTOR shall also assist with resolutions of certification for the EIR and completion of all forms for transmittal of documents.

**1.1.9 Staff Reports and Adoption Hearings**

- 1.1.9.1 The CONTRACTOR shall assist with the preparation of staff reports, hearing materials, zoning maps and documents, and prepare presentation materials for hearings before the Planning Commission and the Board of Supervisors' including an adoption hearing for the EIR.
- 1.1.9.2 The CONTRACTOR shall prepare the appropriate notices and documents for the COUNTY required to ensure that proper notice is provided to the public for all hearings.

**1.2 Technical Studies in Support of GPA**

- 1.2.1 The CONTRACTOR shall prepare any needed technical studies in support of the GPAs and prospective Consistency Zoning changes.

**1.3 Assist RCIT- GIS in Preparation of Maps**

- 1.3.1 The CONTRACTOR shall work with COUNTY Information Technologies Department's GIS Division and Planning staff to prepare any necessary updates to the Riverside COUNTY General Plan. The CONTRACTOR shall provide the updated maps to the COUNTY in a format acceptable to the COUNTY's Information Technologies Department's GIS Division.

**1.4 Consultations with Property Owners and Stakeholder**

- 1.4.1 Unless otherwise indicated by the COUNTY, the CONTRACTOR shall hold a minimum of three outreach and/or stakeholder meetings (for each community planning effort) to discuss the proposed community planning effort.

**1.5 Assist in Preparation of Staff Reports**

- 1.5.1 The CONTRACTOR shall assist COUNTY staff in preparation of staff reports for one to two Planning Commission hearings and one Board of Supervisor hearing to adopt the General Plan Amendments.

**1.6 Attend Planning Commission and Board of Supervisors meetings**

- 1.6.1 The CONTRACTOR shall attend one to two Planning Commission hearings and one Board of Supervisor hearing to adopt the General Plan amendments and any prospective zoning changes. The CONTRACTOR shall prepare and participate in the presentation of a PowerPoint presentation for each meeting.

**1.7 Deliverables: CONTRACTOR shall prepare a screencheck, draft and final General Plan Amendment and Subsequent EIR (or other appropriate CEQA documentation)**

**2.0 Public Outreach Program**

- 2.1 The CONTRACTOR shall develop, coordinate and execute a community outreach program that shall solicit input from all segments of the community. With this outreach program, the CONTRACTOR shall assume three outreach meetings for each Community Planning effort unless otherwise indicated by the COUNTY.

**2.2 Public Hearings:**

- 2.2.1 The CONTRACTOR shall prepare the presentations and other materials and exhibits and provide support to COUNTY staff as needed for all public hearings including one workshop and two public hearings before the Planning Commission and one public hearing before the Board of Supervisors for each Community Plan.

**2.3 Outreach Deliverables:**

- 2.3.1 The CONTRACTOR shall provide web-ready versions of all documents for posting on the COUNTY's website, which shall include current information regarding the schedule of the Housing Element, public meetings, drafts, and other pertinent data.

**4.0 Office of Planning and Research (OPR) Requirements**

- 4.1 CONTRACTOR shall be responsible for all timely coordination with OPR.

**5.0 Project Management Coordination**

- 5.1 The CONTRACTOR is expected to lead these efforts with input from COUNTY staff. To that end, the CONTRACTOR shall coordinate with the COUNTY as needed through in-person meetings and conference calls to complete the four Community Plans, develop the respective GPAs and corollary CEQA documentation in an efficient and timely fashion.

**5.2 Deliverables**

- 5.2.1 Regular project meetings and regular project schedules (with critical paths identified) shall be prepared by the CONTRACTOR periodically for the duration of the projects. The CONTRACTOR is expected to lead these efforts with input from COUNTY staff.

**Exhibit B****PAYMENT PROVISIONS**

Hourly Rate must be an all-inclusive rate and include administration, travel, training and operating costs.

<b>Profession Title</b>	<b>Hourly Rate</b>
Principal	\$180.00/hour
Senior Project Manager	\$172.00/hour
Principal Planner	\$163.00/hour
Principal Biologist	\$150.00/hour
Technical Manager	\$133.00/hour
Sr. Air Quality/Greenhouse Gas Specialist	\$115.00/hour
Project Planner	\$105.00/hour
Air Quality/Greenhouse Gas Staff	\$70.00/hour
CEQA Specialist	\$60.00/hour
Senior Environmental Analyst	\$68.00/hour
Staff Planner	\$92.00/hour
GIS Staff	\$70.00/hour
Graphic Artist	\$83.00/hour
Office/Admin./Editing Support Staff	\$60.00/hour

**PROFESSIONAL SERVICE AGREEMENT**

for

**COMMUNITY PLANNING AND DESIGN SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**KIMLEY-HORN AND ASSOCIATES, INC.**





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This Agreement, made and entered into this 13<sup>th</sup> day of December 2016, by and between Kimley-Horn and Associates, Inc. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

1.1 CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

1.2 CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the standards of firms/professionals in the same discipline in the State of California.

1.3 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

1.4 Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

2.1 This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2022, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside COUNTY Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

**3. Compensation**

3.1 The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$700,000 (Seven Hundred Thousand Dollars) in aggregate including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange COUNTY areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Transportation Land Management Agency  
Planning Department  
4080 Lemon Street  
Riverside, CA 92501  
Attn: Fiscal Services, 14<sup>th</sup> Floor

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number TLARC-90657-00013-6/22; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no

employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If

CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside COUNTY before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance



of this Agreement as required by the laws and regulations of the United States, the State of California, the COUNTY of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside COUNTY. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public

disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

16.2 The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

17. **Administration/Contract Liaison**

The Transportation Land Management Agency, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

18. **Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Transportation and Land Management Agency  
4080 Lemon Street  
Riverside, CA 92501  
Attn: Henry Robles

**CONTRACTOR**

Kimley-Horn and Associates  
3890 11<sup>th</sup> Street, Suite 215  
Riverside, CA 92501  
Attn: Serine Ciandella

19. **Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

20. **EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings to the extent caused by any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONSULTANT, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONSULTANT is responsible, arising out of or from the performance of services under this Agreement.

**21.2** As respects each and every indemnification herein CONSULTANT shall defend and pay, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, and defense and settlements or awards against the Indemnitees.

**21.3** With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT'S indemnification to Indemnitees as set forth herein.

21.4 CONSULTANT'S obligation hereunder shall be satisfied when CONSULTANT has provided to Indemnitees the appropriate form of dismissal relieving Indemnitees from any liability for the action or claim involved.

21.5 The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.

21.6 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the COUNTY to the fullest extent allowed by law.

**22. Insurance**

22.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the COUNTY of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The COUNTY of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and

all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.



23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Kimley-Horn and Associates, Inc.

By: [Signature]  
Name: JOHN J. BENOIT  
Title: CHAIRMAN, BOARD OF SUPERVISORS

By: [Signature] P.E.# 66334  
Name: PEARSE CLERKIN  
Title: PROJECT MANAGER

Dated: DEC 13 2016

Dated: 11/12/16

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
COUNTY Counsel

By: [Signature]  
Neal Kipnis,  
Deputy COUNTY Counsel

Exhibit A  
Scope of Services  
CONTRACTOR Requirements

**1.0 Plan Review**

1.1 CONTRACTOR shall review relevant background data and plans, including the general plan, zoning, environmental constraints, market research and demographic data, available infrastructure, AB 52 and cultural resources data, and future plans for the Morongo reservation and land holdings, existing community plans and scoping efforts.

**2.0 On Site Visit**

2.1 CONTRACTOR shall perform on site visits to evaluate all significant existing buildings, features, topographical landforms, flood plane areas, circulation, and potential amenities.

**3.0 Base Maps & Data Sets**

3.1 CONTRACTOR shall collaborate with COUNTY staff to acquire working base GIS maps and data sets and consolidate them into a common working platform. The CONTRACTOR shall meet early with the COUNTY Information Technology Department and COUNTY Planning Department to determine appropriate mapping conventions that shall ensure that resultant mapping and data products can easily be integrated into the COUNTY's GIS data base.

**4.0 Planning Area Analysis**

4.1 CONTRACTOR shall perform an analysis of the planning area opportunities within Cabazon, Winchester, Hwy 74 and Thousand Palms and the outlying areas. CONTRACTOR shall identify constraints, including circulation/access, land uses, flood plane, public space/open space, transit, infrastructure, etc. CONTRACTOR shall provide concrete recommendations concerning how these elements can be addressed in (or used to enhance) project design or via feasible policies or mitigation measures.

**5.0 Vision & Goals**

5.1 CONTRACTOR shall establish initial vision, goals, policies and implementing actions for the projects through the creation of Design Principles, Objectives, and Conceptual Design Imagery.

**6.0 Preliminary Development Program**

6.1 CONTRACTOR shall establish preliminary development programs with a phasing component, which shall provide a summary of land uses, acreages, densities, unit counts, which addresses civic needs cultural resource policy plan, commercial opportunities, and identification of entertainment venues residential need targets parks with open space connectivity throughout the communities, and multi-modal transit opportunities.

**7.0 Alternative Scenarios**

7.1 CONTRACTOR shall prepare two alternative vision scenarios for each community that shall include:

7.1.1 Retail, residential, cultural, open space, transit and connectivity

- 7.1.2 Amenities such as plazas, parks, connective trails, transit hub, and mixed use opportunities. Community gateway theme locations;
- 7.1.3 Parking, circulation, and access functions; and
- 7.1.4 A statistical summary of land uses, dwelling units.

**8.0 Meetings**

- 8.1 CONTRACTOR shall conduct a minimum of three focused topic team meetings for each Community Plan with the COUNTY and its conceptual development partners that could include but not be limited to: Tribal neighbors, Municipal Advisory Councils, Community Advisory Councils, other stakeholders, etc. Such meetings may include a joint visioning workshop(s). Additional meetings may need to be coordinated with District offices in which each project resides and that the CONTRACTOR shall be in attendance.
- 8.2 CONTRACTOR shall meet with the COUNTY Project Manager(s) on a regular basis (minimum monthly) to address the status of the project(s) and key decision making issues.
- 8.3 CONTRACTOR shall prepare a scope of work and a cost proposal for a prospective General Plan Amendment and corresponding CEQA document for each of the community planning efforts.

**General Plan Amendments**

**1.0 The CONTRACTOR shall prepare a General Plan Amendment (GPA) and Consistency Zoning for each Community Planning Effort Described Above.** Due to the unique complexities of each of the communities identified above, the COUNTY anticipates that the Community Plans may advance at their own pace. To that end, the COUNTY envisions as many as four separate GPAs and their corollary CEQA documents/processes. If work efficiencies can be gained by combining two or more of the community planning efforts into one GPA, the CONTRACTOR should do so. To that end, the CONTRACTOR shall:

- 1.0.1 Identify what modifications (text, figures, tables and appendices) to the General Plan are necessary to address the individual Community Planning effort and ensure consistency within the COUNTY's General Plan. Such modifications may include but not be limited to the Land Use Element, Circulation Element, Open Space Element, the specific Area Plan in which the subject Community Plan is located, etc.
- 1.0.2 The CONTRACTOR shall develop the necessary General Plan text and policies pursuant to each Community Plan effort. CONTRACTOR shall have a thorough understanding of the COUNTY's General Plan nomenclature, format and style is essential to this task and the CONTRACTOR is expected to provide a seamless integration of the new work product into the General Plan. In this task, the CONTRACTOR is expected to modify the necessary text, figures, tables and appendices identified and provide an Administrative Draft of the GPA document in redline/strikeout for the COUNTY's review.

- 1.0.3 The CONTRACTORS proposed projects shall include consistency zoning for the General Plan Land Use Designations that may change as a result of the proposed Community Plans. Therefore the CONTRACTOR shall prepare the necessary modifications to the COUNTY's Zoning Code (Ord. No. 348), prepare zoning maps in a manner acceptable to the COUNTY Survey Department and COUNTY Counsel, and other documentation as necessary.
  - 1.0.4 Upon receipt of the COUNTY's modifications to the Administrative Draft, the CONTRACTOR shall prepare a final draft of the GPA to be publicly circulated as "the Project" with the appropriate draft CEQA documentation. The CONTRACTOR shall be responsible for any additional modifications that may be necessary during the subsequent Public Review and Public Hearing process(es).
  - 1.0.5 Following the completion of the Public Hearing process, the CONTRACTOR shall work with COUNTY staff to integrate the GPA into the COUNTY's General Plan documents.
  - 1.0.6 The CONTRACTOR shall work with COUNTY staff to conduct tribal consultations in conjunction with SB18 and AB52.
- 1.1 Prepare Requisite CEQA documentation**
- 1.1.1 The proposed projects the CONTRACTOR shall be responsible for shall include a General Plan Amendment as well as potential changes to General Plan policies and programs and are therefore considered a project under the California Environmental Quality Act (CEQA). The CONTRACTOR shall prepare the requisite CEQA documentation that could take the form of an Addendum, MND, EIR or other appropriate CEQA document that addresses all aspects of the proposed project and any corollary modifications to other General Plan Elements, Area Plans and Appendices as necessary. Early on in the project development, the CONTRACTOR shall meet with the COUNTY to identify the necessary components of the proposed project and identify the corresponding CEQA documentation requirements.
  - 1.1.2 The CONTRACTOR shall prepare all necessary amendments to the General Plan text, tables, figures and appendices to ensure consistency between the proposed GPAs and all other General Plan components.
  - 1.1.3 **Preparation of a Project Description, Initial Study Checklist, and Notice of Preparation**
    - 1.1.3.1 The CONTRACTOR shall prepare a complete project description that shall be used in the Notice of Preparation (NOP) for a Draft EIR or other appropriate CEQA document. The CONTRACTOR shall also prepare an Initial Study that shall help focus the content of the EIR and accompany the NOP. The CONTRACTOR shall review the draft project description and Initial Study with the COUNTY prior to completion of the NOP. The CONTRACTOR shall prepare for and conduct a minimum of one scoping meeting to discuss the content of the CEQA document and the extent of technical studies (if any) used to complete the analysis. For this project, the technical analyses may include but may not be limited to the following:

**1.1.4 Administrative Draft EIR**

1.1.4.1 Should an EIR be required for this project, the CONTRACTOR shall provide an Administrative Draft EIR for review by the COUNTY. The CONTRACTOR shall attend a meeting at the COUNTY to review comments on the administrative draft. The CONTRACTOR shall prepare a screen check version of the Draft EIR for final review prior to duplication or distribution.

**1.1.5 Public Review Draft EIR**

1.1.5.1 Should an EIR(s) be required for these Community Plans, the CONTRACTOR shall be required to prepare a public draft CEQA document and submit to the COUNTY four bound copies, one unbound copy, and one copy of each Draft CEQA (and GPA) document on CD or DVD in Adobe PDF and Microsoft Word format. Appendices to the draft document shall be provided on CD or DVDs and inserted into the hard copies of the draft CEQA document. The CONTRACTOR shall be expected to assist the COUNTY with all aspects of mailing out the required public notices and draft documents for public review including maintaining an official project mailing list, providing as many as 150 CDs or more of the draft documents in Adobe PDF form ready for distribution by the COUNTY. The Planning Department shall handle postage and final distribution. In addition, the CONTRACTOR shall deliver 15 copies of the Executive Summary and draft CEQA (with appendices) to the State Clearinghouse on behalf of the COUNTY. The CONTRACTOR shall prepare drafts of the public notices for consideration by the COUNTY. The COUNTY shall ensure publication of the notices. The CONTRACTOR shall also provide Adobe PDF versions of all submittals suitable for posting on the COUNTY's website.

1.1.5.2 The CONTRACTOR shall handle all transmittals to the State Clearing House and OPR in a timely and complete manner.

1.1.5.3 The CONTRACTOR shall develop and maintain the project mailing database with input from the COUNTY.

**1.1.6 Administrative Draft Final EIR**

1.1.6.1 Should an EIR be necessary for these projects, the CONTRACTOR shall be required to organize and draft initial responses to comments and work with the COUNTY to finalize the responses. Upon completion, the CONTRACTOR shall provide one unbound copy of the Administrative Final CEQA document and shall forward that Administrative Final CEQA to the COUNTY to review each project.

**1.1.7 Public Draft Final CEQA Document**

1.1.7.1 Should an EIR be required for these projects, the CONTRACTOR shall prepare the Draft EIR, list of commenters on the Draft EIR, comment letters, responses, and errata to the Draft EIR and other components that comprise the Final EIR. The CONTRACTOR shall provide five bound copies, one unbound copy, and one copy of the Final EIR on CD or DVD in Adobe PDF and Microsoft Word format to the COUNTY.

**1.1.8 Response to Comments, Findings, and MMRP**

- 1.1.8.1 Should an EIR be required for these projects, the CONTRACTOR with respect to the Final EIR and response to comments, this scope anticipates 10 comment letters of normal detail (two to three pages in length). Comment letters in excess of 10 total letters and/or comment letters that are considered very complex which require substantial effort or additional analysis to respond to, shall be considered outside of this scope of work and cost estimate.
- 1.1.8.2 The CONTRACTOR shall prepare a comprehensive Mitigation Monitoring and Reporting Program (MMRP) pursuant to Section 21081.6 of the Public Resources Code. The CONTRACTOR shall draft the MMRP using the information contained in the environmental analysis, including the specific mitigation measures, assignments of responsibility, relationships to project implementation, and time frames for implementation.
- 1.1.8.3 The CONTRACTOR shall draft findings for the EIR for review and comment by the COUNTY as part of the Final EIR process. The CONTRACTOR shall also assist with resolutions of certification for the EIR and completion of all forms for transmittal of documents.

**1.1.9 Staff Reports and Adoption Hearings**

- 1.1.9.1 The CONTRACTOR shall assist with the preparation of staff reports, hearing materials, zoning maps and documents, and prepare presentation materials for hearings before the Planning Commission and the Board of Supervisors' including an adoption hearing for the EIR.
- 1.1.9.2 The CONTRACTOR shall prepare the appropriate notices and documents for the COUNTY required to ensure that proper notice is provided to the public for all hearings.

**1.2 Technical Studies in Support of GPA**

- 1.2.1 The CONTRACTOR shall prepare any needed technical studies in support of the GPAs and prospective Consistency Zoning changes.

**1.3 Assist RCIT- GIS in Preparation of Maps**

- 1.3.1 The CONTRACTOR shall work with COUNTY Information Technologies Department's GIS Division and Planning staff to prepare any necessary updates to the Riverside COUNTY General Plan. The CONTRACTOR shall provide the updated maps to the COUNTY in a format acceptable to the COUNTY's Information Technologies Department's GIS Division.

**1.4 Consultations with Property Owners and Stakeholder**

- 1.4.1 Unless otherwise indicated by the COUNTY, the CONTRACTOR shall hold a minimum of three outreach and/or stakeholder meetings (for each community planning effort) to discuss the proposed community planning effort.

**1.5 Assist in Preparation of Staff Reports**

1.5.1 The CONTRACTOR shall assist COUNTY staff in preparation of staff reports for one to two Planning Commission hearings and one Board of Supervisor hearing to adopt the General Plan Amendments.

**1.6 Attend Planning Commission and Board of Supervisors meetings**

1.6.1 The CONTRACTOR shall attend one to two Planning Commission hearings and one Board of Supervisor hearing to adopt the General Plan amendments and any prospective zoning changes. The CONTRACTOR shall prepare and participate in the presentation of a PowerPoint presentation for each meeting.

**1.7 Deliverables: CONTRACTOR shall prepare a screencheck, draft and final General Plan Amendment and Subsequent EIR (or other appropriate CEQA documentation)**

**2.0 Public Outreach Program**

2.1 The CONTRACTOR shall develop, coordinate and execute a community outreach program that shall solicit input from all segments of the community. With this outreach program, the CONTRACTOR shall assume three outreach meetings for each Community Planning effort unless otherwise indicated by the COUNTY.

**2.2 Public Hearings:**

2.2.1 The CONTRACTOR shall prepare the presentations and other materials and exhibits and provide support to COUNTY staff as needed for all public hearings including one workshop and two public hearings before the Planning Commission and one public hearing before the Board of Supervisors for each Community Plan.

**2.3 Outreach Deliverables:**

2.3.1 The CONTRACTOR shall provide web-ready versions of all documents for posting on the COUNTY's website, which shall include current information regarding the schedule of the Housing Element, public meetings, drafts, and other pertinent data.

**4.0 Office of Planning and Research (OPR) Requirements**

4.1 CONTRACTOR shall be responsible for all timely coordination with OPR.

**5.0 Project Management Coordination**

5.1 The CONTRACTOR is expected to lead these efforts with input from COUNTY staff. To that end, the CONTRACTOR shall coordinate with the COUNTY as needed through in-person meetings and conference calls to complete the four Community Plans, develop the respective GPAs and corollary CEQA documentation in an efficient and timely fashion.

**5.2 Deliverables**

5.2.1 Regular project meetings and regular project schedules (with critical paths identified) shall be prepared by the CONTRACTOR periodically for the duration of the projects. The CONTRACTOR is expected to lead these efforts with input from COUNTY staff.

**Exhibit B****PAYMENT PROVISIONS**

Hourly Rate must be an all-inclusive rate and include administration, travel, training and operating costs.

<b>Profession Title</b>	<b>Hourly Rate</b>
Principal	\$278.00/hour
Senior Project Manager	\$248.00/hour
Principal Planner	\$240.00/hour
Principal Biologist	\$150.00/hour
Technical Manager	\$255.00/hour
Sr. Air Quality/Greenhouse Gas Specialist	\$200.00/hour
Project Planner	\$155.00/hour
Air Quality/Greenhouse Gas Staff	\$150.00/hour
CEQA Specialist	\$175.00/hour
Senior Environmental Analyst	\$185.00/hour
Staff Planner	\$105.00/hour
GIS Staff	\$175.00/hour
Graphic Artist	\$140.00/hour
Office/Admin./Editing Support Staff	\$120.00/hour



**PROFESSIONAL SERVICE AGREEMENT**

for

**COMMUNITY PLANNING AND DESIGN SERVICES**

between

**COUNTY OF RIVERSIDE**

and

**KTGY GROUP, INC.**



DEC 18 2016

3.41

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This Agreement, made and entered into this 13<sup>th</sup> of December 2016, by and between KTGy Group, Inc. (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions to the Agreement.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through June 30, 2022, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside COUNTY Board of Supervisors is the only authority that may obligate the COUNTY for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$700,000 (Seven Hundred Thousand Dollars) in aggregate including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

3.2 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange COUNTY areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

Transportation Land Management Agency  
Planning Department  
4080 Lemon Street  
Riverside, CA 92501  
Attn: Fiscal Services, 14<sup>th</sup> Floor

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number TLARC-90657-00015-6/22; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason,

COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

4.1 The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

4.2 Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

5.1 COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

5.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

5.3 After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.4 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.5 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.6 If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central Contractor Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

6. **Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY. COUNTY agrees to hold harmless, defend and indemnify CONTRACTOR against all damages, claims, lawsuits, and losses of any kind arising out of the use of the such materials, reports, or products on any project other than the Project insofar as CONTRACTOR is not performing services in conjunction therewith, for future additions to the Project insofar as CONTRACTOR is not performing services in connection therewith, or for the completion of this Project by others in the event that CONTRACTOR is terminated for reasons other than cause.

7. **Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in

any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent Contractor/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

9.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

9.3 Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

9.4 CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after



it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

9.5 CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

9.6 CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

10. **Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

11. **Disputes**

11.1 The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by litigation in a court of competent jurisdiction. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

11.2 Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside COUNTY before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

12. **Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing

requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the COUNTY of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside COUNTY. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material

requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The Transportation Land Management Agency, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Transportation and Land Management Agency  
4080 Lemon Street  
Riverside, CA 92501  
Attn: Henry Robles

**CONTRACTOR**

KTGY Group, Inc.  
17911 Von Karman Ave Suite 200  
Irvine, CA 92614  
Attn: Ken Ryan

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form DE 542 to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

21.1 The CONTRACTOR agrees to and shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss, suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence, recklessness, willful misconduct, errors or omissions of CONTRACTOR, its directors, officers, partners, employees, agents or representatives or any person or organization for whom CONTRACTOR is responsible, arising out of or from the performance of services under this Agreement. To the extent a loss, suit, claim, demand, action, or

proceeding is based on actual or alleged acts or omissions of CONTRACTOR which are not design professional services, CONTRACTOR shall indemnify Indemnitees whether or not CONTRACTOR is negligent.

21.2 The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any act or omission of CONTRACTOR.

21.3 CONTRACTOR shall defend and pay, at its sole expense, all costs and fees, including but not limited to attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings based or alleged to be based on any act or omission of CONTRACTOR arising out of or from the performance of services under this contract. The duty to defend applies to any alleged or actual negligence, recklessness, willful misconduct, error or omission of CONTRACTOR. The duty to defend shall apply whether or not CONTRACTOR is a party to the lawsuit, and shall apply whether or not CONTRACTOR is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused by the sole active negligence of Indemnitees.

21.4 The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless Indemnitees from third party claims.

21.5 In the event there is conflict between the indemnity and defense provisions and California Civil Code Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil Code sections 2782 and 2782.8.

21.6 Future more detailed planning that is associated with built product beyond conceptual land planning and document language under this Agreement will require updated indemnity language.

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the COUNTY of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The COUNTY of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either

1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the COUNTY of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the COUNTY of Riverside prior to any cancellation, non-renewal or reduction in limits by endorsement to the policy. In the event of a, cancellation, non-renewal, or reduction limits by endorsement to the policy in this Agreement shall terminate forthwith, unless the COUNTY of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and

certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

**23. General**

23.1 CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

23.2 Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

23.3 In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.



**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**23.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**23.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**23.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

23.13 No official, officer, director, joint venturer, stockholder, trustee, beneficiary, member, partner, principal, representative, consultant, volunteer participant, employee, agent or representative (whether disclosed or undisclosed) of either party shall be personally liable to the other party under any term or provision of this Agreement or because of any breach of this Agreement, each party agreeing to look solely to the assets of the other party hereto for the satisfaction of any liability of hereunder. This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

KTG Group, Inc.

By: [Signature]  
Name: JOHN J. BENOIT  
Title: CHAIRMAN, BOARD OF SUPERVISORS

By: [Signature]  
Name: PRINCIPAL  
Title: PRINCIPAL

Dated: DEC 13 2016

Dated: 11/17/16

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: [Signature]  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
COUNTY Counsel

By: [Signature] 11/17/16  
Neal Kipnis,  
Deputy COUNTY Counsel

Exhibit A  
Scope of Services  
CONTRACTOR Requirements

**1.0 Plan Review**

1.1 CONTRACTOR shall review relevant background data and plans, including the general plan, zoning, environmental constraints, market research and demographic data, available infrastructure, AB 52 and cultural resources data, and future plans for the Morongo reservation and land holdings, existing community plans and scoping efforts.

**2.0 On Site Visit**

2.1 CONTRACTOR shall perform on site visits to evaluate all significant existing buildings, features, topographical landforms, flood plane areas, circulation, and potential amenities.

**3.0 Base Maps & Data Sets**

3.1 CONTRACTOR shall collaborate with COUNTY staff to acquire working base GIS maps and data sets and consolidate them into a common working platform. The CONTRACTOR shall meet early with the COUNTY Information Technology Department and COUNTY Planning Department to determine appropriate mapping conventions that shall ensure that resultant mapping and data products can easily be integrated into the COUNTY's GIS data base.

**4.0 Planning Area Analysis**

4.1 CONTRACTOR shall perform an analysis of the planning area opportunities within Cabazon, Winchester, Hwy 74 and Thousand Palms and the outlying areas. CONTRACTOR shall identify constraints, including circulation/access, land uses, flood plane, public space/open space, transit, infrastructure, etc. CONTRACTOR shall provide concrete recommendations concerning how these elements can be addressed in (or used to enhance) project design or via feasible policies or mitigation measures.

**5.0 Vision & Goals**

5.1 CONTRACTOR shall establish initial vision, goals, policies and implementing actions for the projects through the creation of Design Principles, Objectives, and Conceptual Design Imagery.

**6.0 Preliminary Development Program**

6.1 CONTRACTOR shall establish preliminary development programs with a phasing component, which shall provide a summary of land uses, acreages, densities, unit counts, which addresses civic needs cultural resource policy plan, commercial opportunities, and identification of entertainment venues residential need targets parks with open space connectivity throughout the communities, and multi-modal transit opportunities.

**7.0 Alternative Scenarios**

7.1 CONTRACTOR shall prepare two alternative vision scenarios for each community that shall include:

7.1.1 Retail, residential, cultural, open space, transit and connectivity

7.1.2 Amenities such as plazas, parks, connective trails, transit hub, and mixed use opportunities. Community gateway theme locations;

7.1.3 Parking, circulation, and access functions; and

7.1.4 A statistical summary of land uses, dwelling units.

**8.0 Meetings**

- 8.1 CONTRACTOR shall conduct a minimum of three focused topic team meetings for each Community Plan with the COUNTY and its conceptual development partners that could include but not be limited to: Tribal neighbors, Municipal Advisory Councils, Community Advisory Councils, other stakeholders, etc. Such meetings may include a joint visioning workshop(s). Additional meetings may need to be coordinated with District offices in which each project resides and that the CONTRACTOR shall be in attendance.
- 8.2 CONTRACTOR shall meet with the COUNTY Project Manager(s) on a regular basis (minimum monthly) to address the status of the project(s) and key decision making issues.
- 8.3 CONTRACTOR shall prepare a scope of work and a cost proposal for a prospective General Plan Amendment and corresponding CEQA document for each of the community planning efforts.

**General Plan Amendments**

- 1.0 **The CONTRACTOR shall prepare a General Plan Amendment (GPA) and Consistency Zoning for each Community Planning Effort Described Above.** Due to the unique complexities of each of the communities identified above, the COUNTY anticipates that the Community Plans may advance at their own pace. To that end, the COUNTY envisions as many as four separate GPAs and their corollary CEQA documents/processes. If work efficiencies can be gained by combining two or more of the community planning efforts into one GPA, the CONTRACTOR should do so. To that end, the CONTRACTOR shall:
  - 1.0.1 Identify what modifications (text, figures, tables and appendices) to the General Plan are necessary to address the individual Community Planning effort and ensure consistency within the COUNTY's General Plan. Such modifications may include but not be limited to the Land Use Element, Circulation Element, Open Space Element, the specific Area Plan in which the subject Community Plan is located, etc.
  - 1.0.2 The CONTRACTOR shall develop the necessary General Plan text and policies pursuant to each Community Plan effort. CONTRACTOR shall have a thorough understanding of the COUNTY's General Plan nomenclature, format and style is essential to this task and the CONTRACTOR is expected to provide a seamless integration of the new work product into the General Plan. In this task, the CONTRACTOR is expected to modify the necessary text, figures, tables and appendices identified and provide an Administrative Draft of the GPA document in redline/strikeout for the COUNTY's review.
  - 1.0.3 The CONTRACTORS proposed projects shall include consistency zoning for the General Plan Land Use Designations that may change as a result of the proposed Community Plans. Therefore the CONTRACTOR shall prepare the necessary modifications to the COUNTY's Zoning Code (Ord. No. 348), prepare zoning maps in a manner acceptable to the COUNTY Survey Department and COUNTY Counsel, and other documentation as necessary.
  - 1.0.4 Upon receipt of the COUNTY's modifications to the Administrative Draft, the CONTRACTOR shall prepare a final draft of the GPA to be publicly circulated as "the Project" with the appropriate draft CEQA documentation. The CONTRACTOR shall be responsible for any additional modifications that may be necessary during the subsequent Public Review and Public Hearing process(es).
  - 1.0.5 Following the completion of the Public Hearing process, the CONTRACTOR shall work with COUNTY staff to integrate the GPA into the COUNTY's General Plan documents.