



REQUEST FOR PROPOSALS (RFP) FOR
PROFESSIONAL SERVICES

Sphere of Influence Annexation: Economic Analysis

City of Chino

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REQUEST FOR PROPOSALS (RFP) FOR PROFESSIONAL SERVICES

CITY OF CHINO

SPHERE OF INFLUENCE ANNEXATION: ECONOMIC ANALYSIS

RFP SCHEDULE

Date of Release	March 1, 2018
Pre-proposal Meeting	March 15, 2018 at 10:00 a.m.
Deadline for Questions	March 22, 2018 at 5:00 p.m.
Submittal Deadline	April 5, 2018 at 3:00 p.m.
Consultant Interviews	Week of April 16-20 (est.)
Award of Contract	May 15, 2018 (est.)

A pre-proposal meeting will be held on March 15, 2018 at 10:00 a.m. at Chino City Hall, 13220 Central Avenue, Chino, CA. Please RVSP with the number of participants expected to attend by March 12, 2018, by contacting Rosa Olguin at (909) 334-3314. Interested parties may also participate via teleconference by calling (404) 443-2170, Participant Code 9893729. Staff will conference in the participants at the time of meeting. Attendance is not mandatory, but is strongly encouraged to fully understand the scope of the project.

Proposals shall be delivered by the submittal deadline specified above to:

City of Chino
Community Development Department
ATTN: Warren Morelion, City Planner
13220 Central Avenue
Chino, CA 91710

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Introduction and Background

The City of Chino, California (“City”) is soliciting request for proposals (RFP) to obtain professional services for an economic analysis to evaluate the fiscal implications of different annexation scenarios of the City’s Sphere of Influence (SOI) area, including the option of “status quo” and allowing annexations to continue to be property owner initiated. The City desires an objective review of the economic costs and fiscal benefits to help assist with both discussions and decisions regarding future annexations of the SOI area. The City has a goal of project completion by January 2019.

The City encompasses 31 square miles of land and is located in the Inland Empire at the southwest corner of San Bernardino County, California. The current City land area includes 18,938 acres with an SOI area of approximately 1,548 acres that is divided in two large areas at the northwest end of the City (Exhibits “A” & “B”). Most of the SOI land area has existing single-family residential and agricultural land uses, established over time in an informal pattern. The City’s population is 83,670 (2016), and over the last two decades the City has seen a steady growth in residential, commercial/retail, and industrial development.

City Council Annexation Policy:

The City is the sole provider of sanitary sewer services within the City limits and the SOI. In the past, City policy required owners of property located within Chino’s SOI who wished to obtain sewer services from the City to execute an irrevocable agreement to annex into the City at a later non-specified date if the property was not contiguous to the City’s current boundary. The goal was to annex these properties once there were enough properties assembled to qualify for annexation in accordance with Local Agency Formation Commission (LAFCO) policy. The properties that are adjacent to the City boundary had the option of either annexing into the City or executing an irrevocable agreement to obtain City sewer service. The City Council has since changed their policy direction and now require all properties within the SOI that want sewer service to annex into the City. This change in policy direction, along with the availability of vacant land in the SOI, has led to a number of recent annexation requests for new residential development in the SOI.

City Council Direction:

At least two of the four current annexation proposals submitted to the City included an increase in residential density from what is outlined in the City's General Plan. Just recently, the City Council held a public workshop to discuss developing strategies for future annexation of land within the City's SOI. The City Council realizes annexation requests are likely to continue more frequently and wants to better understand the fiscal implications before taking action on future applications. The City Council provided direction to staff to develop the RFP with the goal to hire a consultant to help understand the possible fiscal impacts of future annexation scenarios, including an option of annexing all the SOI area into the City at one time.

Reference Materials:

In addition to the information provided in this RFP, the following City, Planning and other Policy documents identified below will be useful:

- City Website
 - <http://www.cityofchino.org/>
- General Plan
 - <http://www.cityofchino.org/government-services/community.../general-plan>
- Municipal Code:
 - <http://www.cityofchino.org/government-services/administration/city-clerk/municipal-code>
- Comprehensive Annual Financial Report (CAFR)
 - <http://www.cityofchino.org/government-services/finance/annual-financial-reports>
- Zoning & General Plan Maps:
 - <http://www.cityofchino.org/government-services/community-development/planning/maps>
- San Bernardino
 - <http://www.sbcounty.gov/main/default.aspx>
- Local Agency Formation Commission (LAFCO)
 - <http://www.sbclafco.org/Home.aspx>
- City of Chino Standard Professional Services Agreement (Exhibit D)

Scope of Work

The consultant selected for the project is expected to develop an economic analysis, which includes a service plan and fiscal analysis, of different possible annexation alternatives of the SOI, including: 1) a status-quo (“do nothing”) alternative and allow annexations on a piecemeal basis as they currently occur; 2) annexation of all the “county island” areas (as determined by LAFCO and shown in Exhibit “C”), with future annexation of other territory; 3) a phased or partial annexation alternative; and 4) a complete SOI annexation alternative incorporating the tasks identified below. Included in this analysis would be a review of current infrastructure in the SOI, and an analysis of future infrastructure improvements, both on a full-service and minimum service level. In addition, the consultant should provide detail and an explanation on how the required deliverables are to be accomplished, and may suggest additional tasks as deemed necessary to meet the stated project objectives. The work shall proceed in two phases as described below. Additional services, if approved, shall be authorized by a change order signed by both parties and compensated at the rate listed in the fee schedule provided by the consultant. The final scope of service will be based on the consultant’s approach to the project and will be negotiated with the firm selected and will be included in the service agreement.

PHASE 1:

- Finalize the scope of work and develop a detailed timeline for each step of the fiscal analysis process;
- Create a land use inventory and general description of the existing properties and public improvements within the City’s SOI area;
- Prepare an inventory of existing agencies and public service providers in the proposed annexation area, included public services provided by franchise or contract with private entities (e.g., solid waste; cable television, etc.) that may change following annexation;

Assess the short-term and long-term fiscal impacts (costs and benefits) of the following annexation scenarios utilizing the full historic County tax rate, shared County tax rate, full public improvements and partial public improvements:

1. Status Quo (“do nothing”) Annexation Alternative – process that currently occurs for annexations in the City.
2. Island Only Annexation Alternative.

3. Phased/Partial Annexation Alternative.

4. Total Annexation Alternative.

The City foresees a component of this as a matrix-type analysis that will allow us the ability to compare the costs and benefits of various scenarios within each of the alternatives.

- Develop a cost per acre analysis of each possible land use available in the SOI utilizing the full historic County tax rate, shared County tax rate, full public improvements and partial public improvements;
- Prepare requests for financial information from all affected agencies and current service providers in the area, County departments and other entities, necessary to calculate service costs and revenue transfers for the annexation. Provide technical assistance to responders, as needed, to ensure adequate responses;
- Analyze the County's current cost of providing services (e.g., police protection services, community and parks services, and any other services commonly provided) in the incorporated area;
- Analyze the County's history of liability exposure;
- Provide average loss history (over 5-year period) for claims made and accrued losses. Also include potential exposure for liability claims;
- Prepare a service plan and collect data and analyze costs associated with providing the services;
- Establish base year costs and revenues and develop a base year budget for the area to be annexed;
- Establish population estimates and projections and document all assumptions and data sources;
- Establish land use and development estimates and document all assumptions and data sources;
- Calculate estimated transfer of property tax from the County and other affected agencies to the City of Chino;
- Develop a "toolkit" that the City may utilize to determine what land use changes could be implemented to help increase property tax and other revenues, which would offset service and infrastructure costs for the area in the future, on a per acre basis;
- Determine costs and review financial effects of revenue changes on all affected agencies, the County and other entities;
- Develop budget projections, including a minimum of 5 subsequent years of projected costs and revenues for the area to be annexed and the financial effect on any affected agencies;
- Develop a transition period cost/revenue analysis for the initial year following annexation;

- Prepare a draft service plan and fiscal analysis for internal review by City staff; and
- Prepare a final report (described more fully below) analyzing financial feasibility for annexation of SOI to the City of Chino.

The City Planner is the primary contact for the consultant and is responsible for scheduling any relevant public meetings that the consultants are expected to attend. The deliverable work product for Phase 1 shall be a report that describes the services to be provided by the City of Chino to the annexed area, together with the costs associated with providing these services, estimated revenues, and impacts of these costs and revenues on other affected agencies, including the City of Chino.

The consultant shall prepare a draft document of Phase 1 for City staff review that includes the items and scope of work tasks identified above. Once comments have been addressed, the consultant shall prepare a final draft document to be presented by the consultant to the City Council for review and comment.

The Phase 1 report shall:

- Describe the services to be extended to the affected territory by this proposal;
- Describe the level and range of the proposed services;
- Indicate when the services can feasibly be provided to the proposal area;
- Indicate any improvements or upgrading of structures, roads, sewers or water facilities or other conditions that will be required as a result of the proposal;
- Identify how these services will be financed, including both capital improvements and ongoing maintenance and operation;
- Identify any alternatives for providing the identified services and how these alternatives would affect the cost and adequacy of services; and
- Identify and describe potential general liability issues.

PHASE 2:

If the decision is made to proceed with the annexation process, and if authorized by the Chino City Council, Phase 2 will consist of additional work necessary to prepare a service plan and fiscal analysis that will satisfy requirements of the Government Code, and with LAFCO policies and procedures, to support the annexation proposal. It is contemplated that the deliverable work product for Phase 2 shall be sufficient to be used by LAFCO in evaluating the proposed annexation to render a decision to approve, modify, or deny the application.

Specific duties for Phase 2 shall include the following:

- Consult with LAFCO to finalize the scope of work for a service plan and fiscal analysis necessary to support an application for annexation;
- Provide technical assistance to staff in support of negotiating a property tax exchange agreement under State of California Revenue and Taxation Code Section 99;
- Provide related technical assistance to staff and governing boards of the City of Chino, San Bernardino County, and LAFCO during public meetings;
- Prepare an administrative draft report in support of the City's SOI annexation application for internal review by City and LAFCO staff consistent with the overall time line for annexation proceedings;
- Prepare a public review draft report in support of the City of Chino's annexation application for public review and hearing consistent with the overall time line for annexation proceedings. Respond to comments as directed by the Chino City Manager and LAFCO Executive Officer;
- Prepare final report in electronic format.
- Present both periodic updates and conclusions of the final report to the City Council.

The City Planner is the primary contact for the consultant during Phase 2 and is responsible for scheduling any relevant public meetings that the consultants are expected to attend.

Consultant Qualifications and Proposal Submittal Requirements

The successful candidate shall be able to demonstrate competency and experience working with other California municipalities in developing annexation economic studies.

RFP Responses:

Based on the information provided within the RFP, describe your recommended project approach, including the involvement strategy with City Departments, outline major project milestones and tasks to be completed.

Responses to this RFP must include the following:

A. Statement of Qualifications:

Provide a summary of the firm and project team's background, capabilities, experience, and qualifications related to the requested project. Include a synopsis of similar projects completed, and provide at least two (2) samples and/or links to the studies that best illustrate the firm's completed work.

1. The statement should describe the firm's level of expertise in the following areas:
 - Familiarity with Cortese Knox Hertzberg Act (CKH Act), the role and functions of LAFCO, and the annexation process;
 - Knowledge of local government finance (e.g., California taxation law, Propositions 13 and 218, special assessments, etc.);
 - Experience in governmental organization analysis;
 - Management level understanding of how the full range of municipal services are financed and delivered;
 - Ability to analyze and present information in an organized format;
 - Familiarity with public input processes and experience in handling the presentation and dissemination of public information for review and comment; and
 - Ability to provide flexible and creative alternatives where necessary to resolve service, fiscal and policy issues.
2. Identification and contact information of the lead professional responsible for the project and of each professional who will perform various aspects of the day-to-

day work including resumés of the principal and all professionals who will be involved in the work. If the proposal involves a joint venture or subcontractors, identification of the firm(s) and describe related experience working on a multi-firm team.

3. A list of at least three (3) similar projects completed by the firm including, for each project, the contact name, address and telephone number. Also, provide a sample report for two (2) projects.
4. A statement regarding the anticipated approach for this project, and a scope of work outlining and describing the main tasks and work products.
5. Identification of any information, materials and/or work assistance required from the City of Chino, LAFCO, and/or involved agencies or proponents to complete the project.
6. An overall project schedule for both phases of the project*, including the timing of each work task.
7. Information about the availability of all professionals who will be involved.
8. The anticipated project cost for each phase of the project*, including:
 - a. A not-to-exceed total budget amount.
 - b. The cost for each major sub-task identified in the scope of work.
 - c. The hourly rates for each person who will be involved in the work.
9. A statement regarding the firm's ability to comply with the RFP and standard provisions of the City of Chino's Standard Professional Services Agreement including insurance requirements. If the proposer does take exception(s) to any portion of the RFP or City of Chino's Standard Professional Services Agreement, the specific portion to which exception(s) is taken must be identified by section number and explained. Requests for changes or additions to sections of the City of Chino's Standard Professional Services Agreement must be shown by requesting deletion of specific words and/or by providing new requested contract language. Requests for complete replacement of the City of Chino's Standard Professional Services Agreement for another contract will not be granted. Failure to make exceptions to the RFP or Standard Professional Services Agreement within the proposal will be deemed a waiver of any objection. Exceptions will be considered during the proposal evaluation process.
10. List of at least three (3) public agency references, including contact persons and phone numbers.

* *Please note that initiation of Phase 2 will be a policy decision of the City Council after reviewing the financial analysis completed in Phase 1, and after considering various policy options.*

B. Compensation:

Within the RFP response, consulting firms should include a detailed project budget for the scope of services, which includes a breakdown by discipline and by man-hours in spreadsheet form, including projected reimbursable amount.

Subject to negotiation of a final agreement, it is anticipated that payments will be tied to task completion increments or other milestones.

C. Schedule:

It is anticipated that the firm will start work in May 2018. The consultant selected for this project is expected to complete the service within nine (9) months or as soon as possible, after receiving the authorization to proceed with the project.

Proposal Submission Requirements:

Proposers must submit seven (7) original hard copies and one (1) copy on electronic media (Word and PDF only).

The proposal and any required certifications shall be signed by an individual or individuals authorized to execute legal documents on behalf of the proposer.

The proposal should be concise, well organized, and demonstrate the proposer's qualifications and experience applicable to the Project. The proposal shall be limited to twenty-five (25) double-sided pages (8.5 inches x 11 inches), inclusive of graphics, cost proposal, forms, pictures, photographs, and dividers, but not of front and back covers, resumés, and other required forms. The required font size is 12 point, with minimum left and right margins of one-inch, and top and bottom margins of 0.7 inches.

Proposer is responsible for submitting its entire proposal package with all required submittal documents and any modifications or revisions, to reach the City of Chino's office as designated in the RFP by the time specified below. Any proposal, modification, or revision submitted to the City of Chino after the exact time specified for receipt of proposals is "late" and will not be considered.

Faxed or emailed proposals are not allowed.

The proposal must be addressed to and received no later than 3:00 p.m., local time, on April 5, 2018, at:

City of Chino – Community Development Department
Attention: Warren Morelion, City Planner
13220 Central Avenue
Chino, CA 91710

Postmarks will not be accepted in lieu of this requirement.

Proposals are to be submitted in sealed packages with the following information clearly marked on the outside of each package:

1. Name of proposer
2. RFP Title: City of Chino Sphere of Influence Annexation: Economic Analysis

The proposer shall be solely responsible for timely delivery of proposal sent by mail or courier services to the City. All proposals must be submitted by the date and hour set forth herein.

Any proposals delivered subsequent to the date and hour set forth herein, regardless of reason, will not be considered by the City.

The City of Chino reserves the right to:

1. Reject any or all proposals.
2. Issue subsequent Requests for Proposals.
3. Postpone proposal opening for its own convenience.
4. Remedy technical errors in the Request for Proposal process.
5. Negotiate with any, all, or none of the Proposers.
6. Waive informalities or inconsequential irregularities.
7. Solicit best and final offers from all or some of the Proposers.
8. Select one or more Proposer.
9. Accept other than the lowest proposed fees.

Deliverables

Form of Deliverables:

All documents, graphics, maps and other data are to be produced and delivered to the City in the formats described below. The consultant will agree to transfer ownership of all the information and materials, including raw data, produced as part of the project.

Final deliverables shall include:

- Final Economic Analysis Document(s)
 1. Twelve (12) bound, color copies.
 2. Electronic version of the document(s) in a format accessible via Word, Publisher or other format, subject to approval by the City.
- Maps
 1. Maps of SOI study area.
 2. GIS data created for the project including any imagery, shape files, and/or other layer files.
 3. Files shall be geo-referenced for the City's GIS.
- Graphics
 1. Reproducible size and quality.
 2. Accessible file format (.jpg, .png, etc.)
- Data and miscellaneous material in their source format (e.g. databases in Excel).

Meeting Attendance:

It is anticipated the consultant will be required to attend at least two meetings of the City's Planning Commission and several meetings of the City Council, including periodic updates on the progress of the project. Additional meetings with staff will also be required for project coordination and management.

Additional Information:

Questions and Addenda:

The City of Chino has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. All questions or requests for interpretation regarding this bid solicitation must be submitted online through PlanetBids within the date and time specified. Bidders are not to contact City personnel with any questions or clarifications concerning this bid other than through PlanetBids. Any City response for this bid that is not posted through PlanetBids is unauthorized and will be considered invalid. All questions or requests for interpretations must be received by the date and time listed in the RFP Schedule above. The person submitting the request will be responsible for its prompt and timely submission.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued. Any interpretation of or correction to this solicitation, will be made only by addendum issued through PlanetBids. It is the responsibility of each Proposer to ensure that they have received and reviewed any and all addenda to this solicitation. City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information. For support with the PlanetBids system, contact PlanetBids at (818) 992-1771.

Pre-Proposal Meeting:

A pre-proposal meeting will be held on March 15, 2018 at 10:00 a.m. at Chino City Hall. Please RVSP with the number of participants expected to attend by March 12, 2018, by contacting Rosa Olguin at (909) 334-3314. Interested parties may also participate via teleconference by calling (404) 443-2170, Participant Code 9893729. Staff will conference in the participants at the time of meeting. Attendance is not mandatory, but is strongly encouraged to fully understand the scope of the project.

Withdrawal:

At any time prior to the deadline for receipt of RFP submittals, any consultant may withdraw their submission, either in person or by written request. A proposal may not be withdrawn after the submittal deadline without written approval by the City.

Ownership:

By submitting a RFP proposal, Proposers agree all materials, documents, graphics, forms, designs, plans, procedures, systems and other data produced for this Project will become the sole and exclusive property of the City. No such materials or properties produced in whole or in part for the Project shall be subject to private use, copyrights or patent rights by Respondent in the United States or in any other country without the express written consent of the City. The City shall have unrestricted authority to publish, disclose (except as may be limited by the provisions of the Public Records Act), distribute, and otherwise use, copyright or patent, in whole or in part, any such reports, studies, data, statistics, forms or other materials or properties produced for this project.

Acceptance/Rejection of Proposals:

The City may reject any proposal or all proposals if the City Manager determines it is in the best interest of the City. The City reserves the right to waive irregularities, other than the requirements for timelines and manual signature, if the irregularities do not affect the competitive advantage of any perspective consultant.

Confidential or Proprietary Proposals:

Proposals are not to be marked as confidential or proprietary. City may refuse to consider any Proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure. City shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of the City.

Pre-Contractual Expenses:

Proposer shall not receive any form of compensation from City for any expenses incurred prior to award and execution of the Contract.

Pre-contractual expenses are not to be included in the Compensation section of this RFP. Pre-contractual expenses are defined as including, but not limited to, expenses incurred by the Proposer in: a) preparing its Proposal in response to this RFP; b) submitting that Proposal to the City; c) negotiating with the City any matter related to the Proposer's Proposal; and d) any other expenses incurred by the Proposer prior to the date of award and execution of the Contract.

Negotiations:

City reserves the right to: a) negotiate the final Contract with any Proposer(s); b) withdraw this RFP in whole or in part at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Proposer responding to this RFP; c) award its total requirements to one Proposer or to apportion those requirements among two or more Proposers; or d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP.

In addition, negotiations may or may not be conducted with Proposer; therefore, the **Proposal submitted should contain Proposer's most favorable terms and conditions**, since the selection and award may be made without discussion with any Proposer.

Protest Procedure:

Proposers may file a protest of a proposal with the Finance Department - Purchasing Division, City of Chino – 13220 Central Avenue, Chino, CA 91710, no later than 5:00 p.m. on the fifth business day from the day in which the proposals are opened.

At the time of the filing, the proposal protest shall be:

1. submitted on the Consultant's formal letterhead and include the Consultant's name, address, phone number and the name and title of the individual filing the protest; and
2. list the reasons for the protest including the specific section of the documents or technical specifications being disputed and shall cite any statutes or case law supporting or serving as the basis for the protest and describe how they support the item(s) being disputed.

If the protest does not meet all of these requirements, City will reject it without further review.

If the protest is timely and complies with all the above requirements, the Director of Finance, or other designated City of Chino staff member, shall review the protest, any response from the challenged bidder, and all relevant information. City of Chino will provide a written response to the protestor. The City of Chino reserves the right to respond to any protest until the date on which the contract is awarded by the City Council.

The procedure and time limits set forth in this paragraph are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

If the City determines that the protest is frivolous, the party originating the protest may be determined irresponsible and that party may be determined to be ineligible for future contract awards.

Evaluation Criteria

The City will select the consultant who best meets the needs of the City as evident by their qualifications, experience, project understanding, project approach, and other factors as outlined in the RFP. Accordingly, the City may use the following evaluation criteria to select the most appropriate consultant for the project:

1. Experience with fully preparing and successfully submitting economic studies for annexation alternatives, and/or similar documents.
2. Relevant qualifications of personnel.
3. Information obtained from references and firm's reputation.
4. Familiarity with applicable local, state, and federal laws.
5. Knowledge of, or ability to acquire knowledge of, local issues and interested parties in Chino and the Inland Empire region.
6. Approach to public outreach.
7. Approach to overall preparation of the economic document described.
8. Proposed schedule and ability to meet City deadlines.
9. Overall responsiveness to this RFP and ability to satisfy described requirements.
10. Proposed project budget/compensation.

Selection Procedure:

A proposal evaluation committee comprised of City staff will review each proposal. The most qualified consultant firm(s) may be invited to participate in an interview with City staff and/or the City Council to review qualifications prior to selection. The timeline for final selection is to be determined.

Those submitting proposals may be required to make presentations to the City as part of the selection process. The presentation team should include the project manager and other key personnel necessary to address administrative and technical issues.

All proposals shall be reviewed to verify that the proposer has met the minimum requirements. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the General Terms and Conditions of the Service Agreement, will be eliminated from further consideration.

Final selection of the consultant will be based upon the evaluation of the written and oral responses (if invited to an interview). The successful firm will enter into a contract to be awarded by the City of Chino, covering the scope of services, budget/compensation and schedule.

PROPOSER WARRANTIES & CERTIFICATIONS

(Submit this page with your proposal)

1. Proposer warrants that it is willing and able to comply with State of California laws with respect to foreign (non-state of California) corporations.
2. Proposer warrants that it is willing and able to obtain all insurance required by this agreement. The carrier should be duly insured and authorized to issue insurance policies in the State of California.
3. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Chino.
4. Proposer warrants that all information is provided in connection with this proposal are true and accurate.
5. The vendor certifies that it can and will provide and make available, as a minimum, all services set forth in Scope of Work.
6. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP) and to be bound by the terms and conditions of the RFP and City's Standard Professional Services Agreement.
7. This Proposer has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the proposer and that the proposer is responsible for these.
8. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
9. The proposal includes all the commentary, figures, and data required by the RFP.
10. This Proposer has carefully read and fully understands all of the items contained in this RFP. This Proposer agrees to all of the general requirements and any exceptions for those are to be listed separately and attached to RFP submittal.
11. The proposal by this proposer is an irrevocable offer and shall be valid for 90 days from proposal submission deadline date.

Proposer (Company) Name: _____

Proposer Representative and Title: _____

Proposer Signature: _____

Date: _____

Attachments

Exhibit A – North Sphere of Influence

Exhibit B – West Sphere of Influence

Exhibit C – LAFCO City of Chino Island Annexation Map

Exhibit D – Agreement for Professional Services

Exhibit A

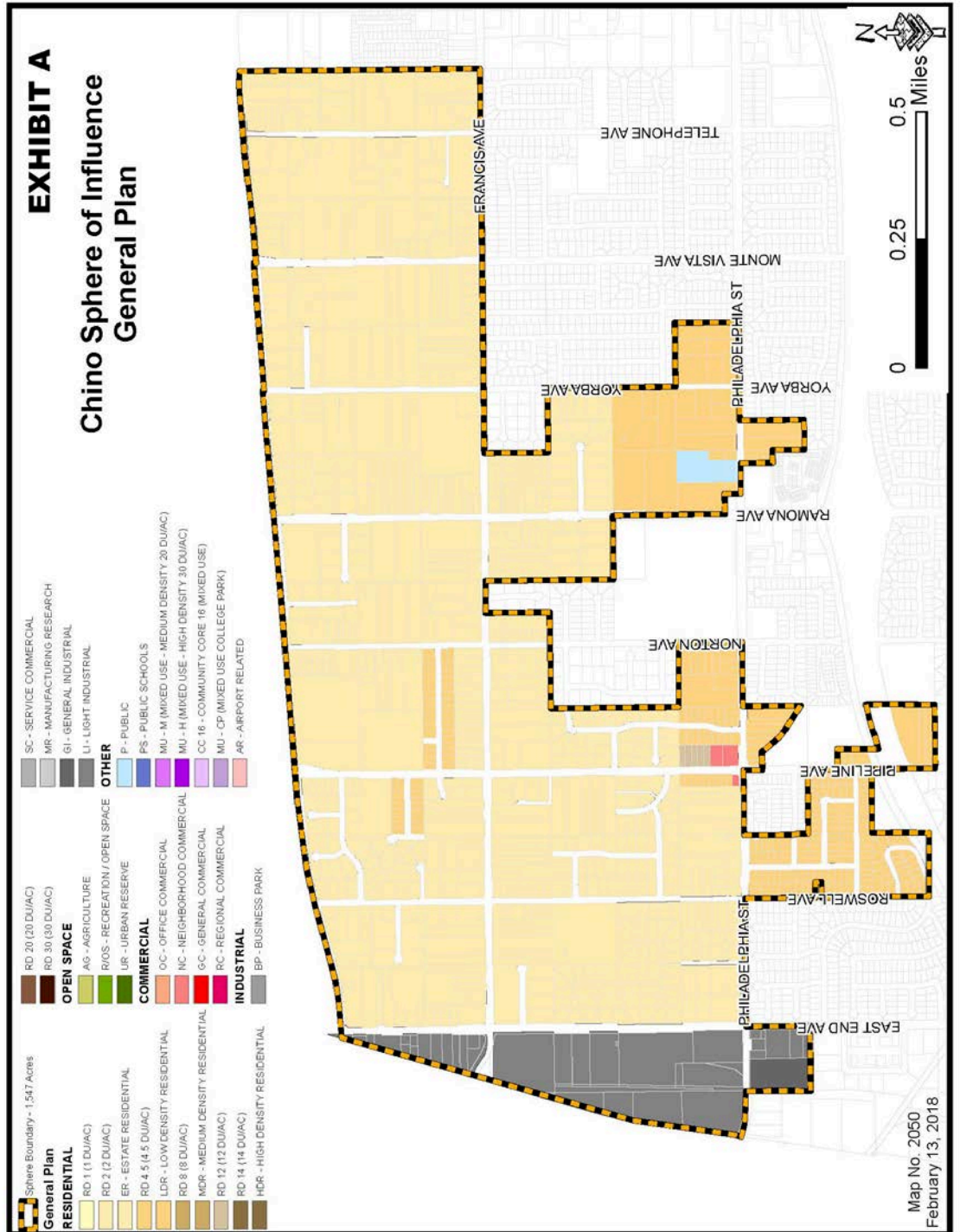


Exhibit B

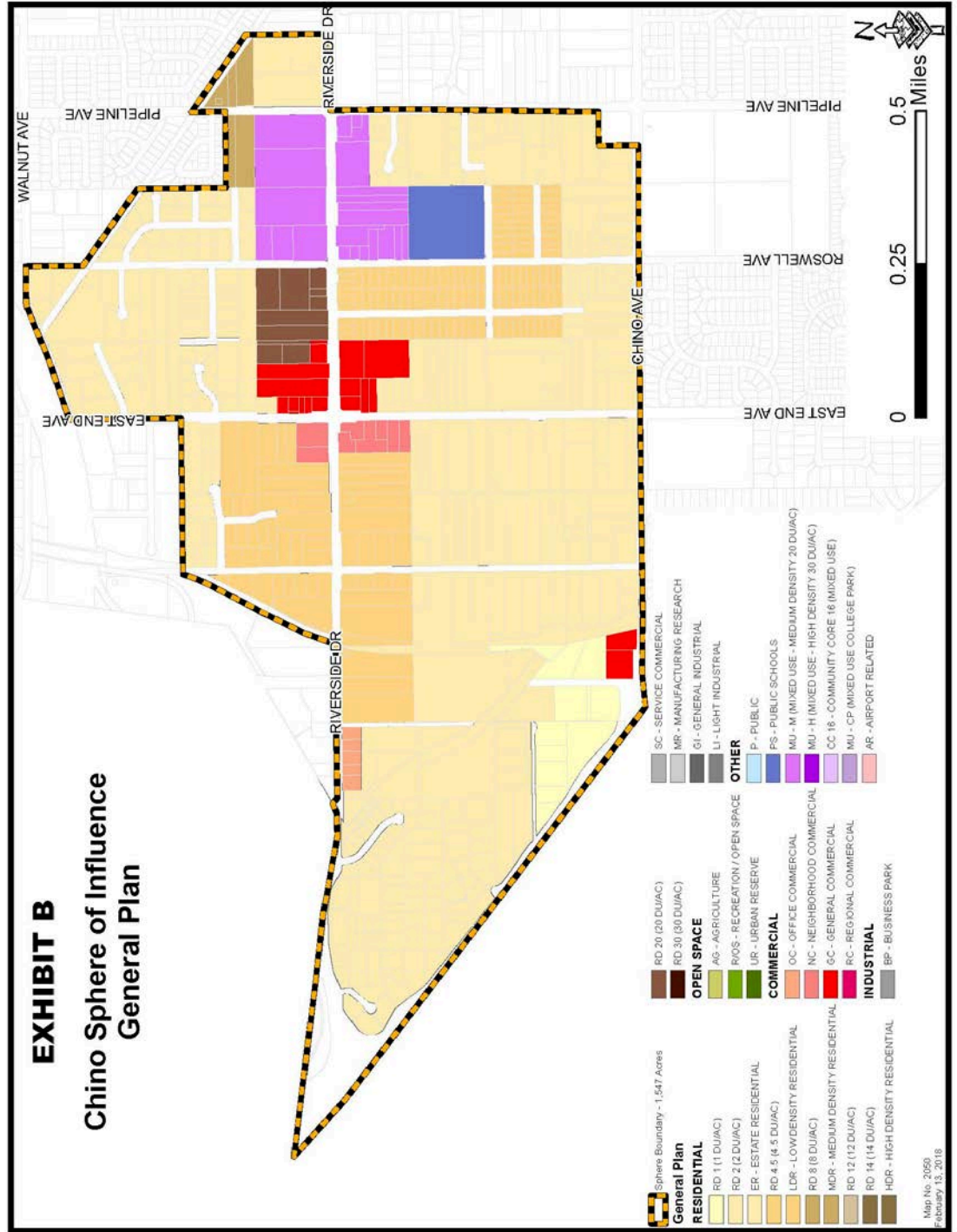


Exhibit C

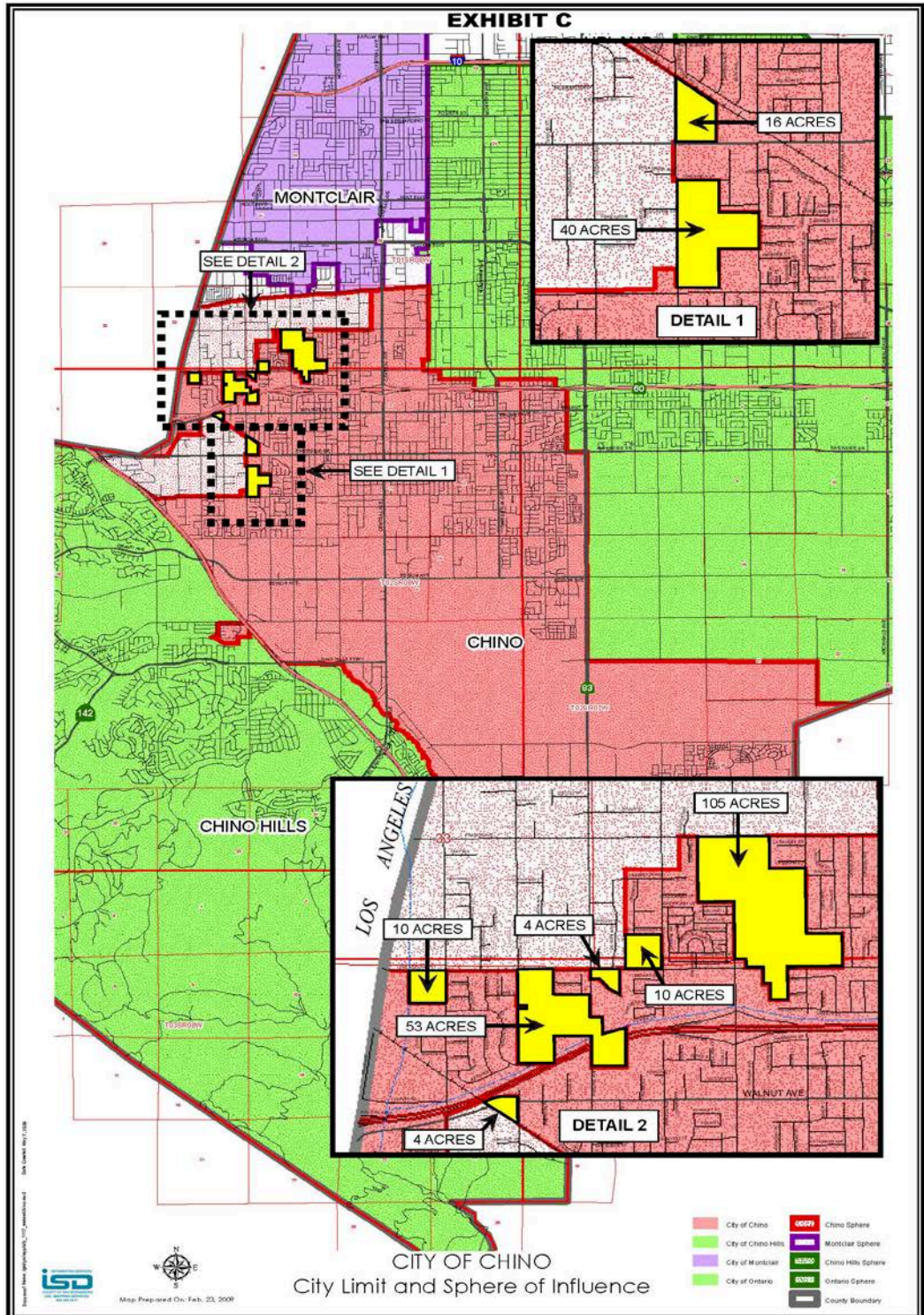


Exhibit D

Contract No. _____

Approved: _____

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into by and between the City of Chino, a municipal corporation of the State of California, located at 13220 Central Avenue, Chino, California, 91710, County of San Bernardino, State of California ("City"), and <<>>, a _____ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, Consultant is specially trained, experienced, and competent to perform the special services required by the City; and

WHEREAS, the City requested special services by a Request for Proposals (RFP), a copy of which is on file in the Department of _____ at City Hall, located at 13220 Central Avenue, Chino, CA 91710; and

WHEREAS, Consultant, following submission of a proposal or bid for the performance of the special services required by the City and more particularly defined and described in this Agreement, was selected by the City to perform those services; and

WHEREAS, Consultant desires to render professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT TERMS

1. Scope of Services. Subject to the terms and conditions set forth herein, Consultant shall provide to City the services described in Exhibit 1, attached hereto and made a part hereof. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit 1 under the direction of the <<>> who shall be assigned by the Director of _____.

2. Effective Date and Term. This agreement shall become effective on <<>> ("Effective Date"). Further, Consultant shall perform all the services described herein by June 30, <<>> ("Term"). This agreement may be extended for an additional two (2) fiscal years at the option of the City of Chino. If extended, the Consultant shall be bound by the terms and condition of this agreement. Consultant shall not be entitled to, and shall not commence any work hereunder unless and until the Director of _____ or his/her designee issues a written notice to proceed to Consultant.

3. Compensation. City agrees to pay Consultant and Consultant agrees to accept payment for all services required by this Agreement provided that the total compensation to Consultant shall not exceed the sum of \$<<>>, and in the manner specified in Exhibit 2, including reimbursable expenses such as materials and/or supplies. Payment for reimbursable expenses will only be made when said expenses are authorized in writing by <<>> or his/her designee prior to being incurred.

4. Billings. Consultant shall submit monthly invoices to the City describing its services and costs provided during the previous month. Consultant shall not bill City for duplicate services performed by more than one person. No payments will be made prior to approval of any work, not for any work performed prior to approval of the contract. Consultant's monthly bills shall include the following information: A brief description of services performed, the date the services were performed, the number of hours expended and the name of the person performing the services. The bill shall also contain a brief description of any costs incurred and the Consultant's signature. In no event shall Consultant submit any billing for an amount in excess of the maximum amount of compensation provided in paragraph 3 hereof.

All invoices shall be emailed to ap@citychino.org. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

5. Consultant Representations and Performance. Consultant represents that it has the skills, experience and knowledge necessary to perform the services agreed to be performed under this agreement; and it is understood that City has relied upon the Consultant's representations that it has the skills, experience and knowledge to perform required by this Agreement in a competent manner. Consultant understands the scope of the services to be performed under this agreement. Consultant warrants that it will faithfully and diligently perform the services hereunder. Consultant shall employ, as a minimum, generally accepted standards and practices employed by persons engaged in providing similar services in existence at the time of performance of its obligations hereunder. The Director of _____ or his/her designee shall notify Consultant in writing of any deficiency or delay in the performance of its services. Consultant shall cure any such deficiency within ten (10) business days from the date of service of said notice. Any failure to do shall constitute a default hereunder and Director of _____ or his/her designee may terminate this agreement. Acceptance by City of services performed hereunder shall not constitute a release of any deficiency or delay in said performance.

6. Consultant Designee. This agreement contemplates the professional services of Consultant. The primary person(s) to provide the services described by this agreement shall be <<>> who shall not be replaced without the prior written consent of the Director of _____ or his/her designee. Consultant shall assign only competent personnel to perform services under this agreement. If the Director of _____ or his/her designee asks Consultant to remove a person assigned to the work called for under this agreement, Consultant agrees to do so immediately regardless of the reason, or the lack of a reason. Consultant shall provide the Director of _____ or his/her designee with regular

written reports of its performance hereunder and all significant developments during the term hereof at such intervals as Director of _____ or his/her designee may require.

7. Abandonment by Consultant. In the event the Consultant ceases performing services under this agreement or otherwise abandons the project prior to completing all of the services described in this agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

8. Assignment and Subcontracting. The parties recognize that a substantial inducement to City for entering into this agreement was, and is, the professional reputation and competence of Consultant and its personnel. Consultant shall not assign this agreement nor any of its obligations herein without the Director of _____ or his/her designee's prior written approval. Likewise, Consultant shall not employ any subConsultant to perform any service required of Consultant hereunder.

9. Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

10. Binding Effect. This agreement shall be binding upon the parties hereto and their respective successors in interest.

11. Conflict of Interest. Consultant represents that Consultant has not employed any person to solicit or procure this agreement and that Consultant has not made, and will not make, any payment of any compensation for the procurement of this agreement. Consultant further represents and agrees that Consultant has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the Term of this agreement. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Consultant shall promptly notify the City's Counsel of the existence of such conflict of interest so that the City may determine whether to terminate this agreement.

12. Compliance with Laws. In the performance of this agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and the Chino Municipal Code and all ordinances, resolutions, rules and regulations of the City. Consultant warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations.

13. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this Agreement shall be the property of City at the moment of their preparation. All materials and records of a finished nature, such as final plans, specifications,

reports, and maps, prepared or obtained in the performance of this Agreement, shall be delivered to and become the property of City. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this Agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use, consistent with the intent of the original design.

14. Governing Law. This Agreement and all matters relating to it shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with by the laws of the State of California.

15. Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subConsultants, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

Consultant shall incorporate similar indemnity agreements with its subConsultants and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City’s sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City’s negligence, except that design professionals’ indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

16. Independent Consultant Status. It is expressly understood and agreed by both parties that Consultant, its agents or employees, are an independent Consultant and not an employee of the City while engaged in carrying out and complying with any of the terms and conditions of this agreement. Consultant expressly warrants that it will not represent, at any time or in any manner, that Consultant is an employee or agent of the City. Consultant, its agents or employees, shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of City.

17. Insurance. Prior to beginning any of the services or work required by this agreement, Consultant, at its sole cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City, the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subConsultant to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subConsultant. All certificates shall name the City as additional insured (providing the appropriate endorsement).

(a) Workers' Compensation. Satisfactory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided with limits not less than one million dollars (\$1,000,000.00). In the alternative, Consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this agreement.

(b) Commercial General and Automobile Liability. Consultant, at Consultant's own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this agreement in an amount not less than one million dollars per occurrence (\$1,000,000.00), combined single limit coverage for risks associated with the work contemplated by this agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto). No endorsement shall be attached limiting the coverage.

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

(1) City, its officers, employees, agents, and volunteers are to be covered as insureds as respects each of the following: Liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded City, its officers, employees, agents, or volunteers.

- (2) The policy must contain a cross liability or severability of interest clause.
 - (3) The insurance shall cover on an occurrence or an accident basis, and not on a claims made basis.
 - (4) An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.
 - (5) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.
 - (6) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.
- (c) Professional Liability. Consultant, at Consultant's own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than two million dollars (\$2,000,000.00) covering the licensed professionals' errors and omissions, as follows:
- (1) Any deductible or self-insured retention shall not exceed \$10,000 per claim.
 - (2) Written notice that cancellation, material changes, or nonrenewal must be received by the City in conformance with the provisions of this Section 17.
 - (3) The following provisions shall apply if the professional liability coverages are written on a claims made form:
 - (a) The retroactive date of the policy must be shown and must be before the date of the agreement.
 - (b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the agreement or the work.
 - (c) If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the work. The City shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.
 - (d) A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this agreement.
 - (e) Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered by this agreement upon express written authorization of City Attorney, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Attorney may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

(f) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

(g) City's Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;

(ii) Order Consultant to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;

(iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant's failure to maintain insurance or secure appropriate endorsements.

18. Interpretation. The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if all parties prepared this Agreement.

19. Licenses. If a license of any kind having terms intended to include evidence of registration is required of Consultant, its employees, agents, or subConsultants by Federal or State law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the terms of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.

~~20. Liquidated Damages. The parties to this agreement agree that, in the event that the services described in this agreement are not completed on time, City will sustain damage and that it will be impracticable and extremely difficult to ascertain the actual damage, which City will sustain. In the event that Consultant fails to complete all of the services described in this agreement on or before any completion date provided herein, or within the period of any authorized extension, Consultant shall pay as and for liquidated damages, the sum of \$_____ for each calendar day that completion is delayed and said sum may be deducted from any payment due Consultant under this agreement.~~

21. Modifications. This agreement may be modified only by a written agreement, approved by City Attorney, City and Consultant.

22. No Third-Party Rights. The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

23. Notices. All notices under this Agreement shall be in writing and shall be delivered by personal service or by certified or registered mail, postage prepaid, return receipt requested, of the parties. Any written notice to any of the parties required or permitted hereunder shall be deemed to have been duly given on the date of service if served personally or if served

by facsimile transmission (with confirmation of receipt), or seventy-two (72) hours after the mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. Notices of the parties shall be addressed as follows:

To City: Nicholas S. Liguori, AICP
 Director of Community Development
 City of Chino
 13220 Central Avenue
 Chino, CA 91710
 Fax: (909) 334-3729

To Consultant: <<ADDRESS>>

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

24. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the City at the moment of their preparation. All materials and records of a finished nature, such as final plans, specifications, reports, and maps, prepared or obtained in the performance of this agreement, shall be delivered to and become the property of City. All materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data, prepared or obtained in the performance of this agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

25. Severability. Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

26. Default; Cure. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively fifteen (15) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement pursuant to the terms thereof.

27. Termination.

27.1 Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. City may, with or without cause, terminate this agreement upon fifteen (15) days written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the City. In addition, Consultant may terminate this

Agreement at any time, with or without cause, upon thirty (30) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the City. Except where the Consultant has initiated termination, Consultant shall be entitled to compensation for services performed prior to the effective date of notice of termination; provided, however, that the City may condition payment of such compensation upon Consultant's delivery to the City of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant, or prepared by or for Consultant or the City in connection with this agreement and upon satisfactory completion of the services or portion thereof which the Consultant has performed through the effective date of termination.

27.2 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 26, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

28. Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. Whole Agreement. This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement.

30. Prevailing Wages. The State of California's General Prevailing Wage Rates are not applicable to this Contract.

31. Time is of the Essence. Consultant agrees to diligently carry out the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence.

32. Counterparts. This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

33. Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or

association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

34. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

35. Contingency of Funds. Consultant acknowledges that funding or portions of funding for this Agreement may be contingent upon State budget approval; receipt of funds from, and/or obligation of funds by the State of California to City; or inclusion of sufficient funding for the services hereunder in the budget approved by Chino City Council for each fiscal year covered by this Agreement. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, City may immediately terminate or modify this Agreement without penalty.

<SIGNATURES ON NEXT PAGE>

IN WITNESS WHEREOF, City and Consultant have executed this agreement in the City of Chino, California on _____ 2018.

APPROVED AS TO CONTENT:
CITY OF CHINO

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____
Department Director

By: _____
City Attorney

Date: _____

Date: _____

CITY OF CHINO,
A Municipal Corporation

<<CONSULTANT>>

By: _____
Matthew C. Ballantyne
City Manager

BY: _____
(Print Name and Title)

ATTEST:

(Sign and Date)

By: _____
Angela Robles
City Clerk

Date: _____

Attachments:

Exhibit 1, Scope of Services, consisting of ____ pages.

Exhibit 2, Fee Schedule, consisting of ____ pages.