



REQUEST FOR PROPOSALS (RFP) WEBSITE DEVELOPMENT AND MANAGEMENT SERVICES

RFP Release Date

Friday, July 11, 2025

Proposal Submittal Deadline

**Friday, August 1, 2025
6:00 PM**

Contact Person:
Juan Garza, Executive Director
juan@sixheron.com
562-882-7474

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I. INTRODUCTION

California Cities for Self-Reliance Joint Powers Authority (JPA) comprises four member cities with local card club operations that include the cities of Bell Gardens, Commerce, Compton and Hawaiian Gardens. The JPA's mission is to empower communities and leadership statewide to advocate for card rooms as vital resources to cities and local services such as police, fire, schools and transportation. We achieve our mission by educating and engaging community, lobbying, communications and legal action.

II. THE OPPORTUNITY

This RFP is intended to select a qualified and creative firm with demonstrated expertise in website design, development, and management services. The JPA seeks to create a modern, accessible, and user-friendly website that enhances community engagement and streamlines access to relevant information. The selected firm will work closely with the executive director to develop, maintain and manage a website that meets the needs of the JPA while ensuring compliance with industry standards and best practices. This RFP outlines the project objectives, scope of services, and submission requirements. Interested firms are invited to submit proposals detailing their experience, approach, and cost estimates to support the successful execution of this project.

III. REQUEST FOR PROPOSALS

The JPA is seeking proposals from qualified firms to design, develop, and manage a modern, user-friendly website. The JPA's current website operates on GoDaddy. The selected firm will be responsible for creating and maintaining an intuitive and visually appealing website that enhances user experience, improves accessibility, and integrates essential services and communication tools.

The scope includes website design, content migration preserving all existing functionality of the current website, mobile responsiveness, search engine optimization (SEO), and ongoing training, hosting, maintenance, and support. The firm must provide a content management system (CMS) that allows staff to update and manage content easily. Additionally, the website should incorporate security best practices and ensure compliance with all relevant legal and regulatory requirements. The final deliverable must reflect the JPA's brand identity and support its commitment to transparency and community engagement.

IV. SUBMITTAL REQUIREMENTS

The JPA will accept proposals submitted by electronic mail, USPS mail, or overnight courier (e.g., UPS, FedEx etc.). To be accepted and considered, proposals are to be received by 6 pm on Friday, August 1, 2025.

All RFP proposals shall be submitted to:

California Cities for Self-Reliance Joint Powers Authority
Attn: Juan Garza, Executive Director
9835 Flower St. #790
Bellflower, CA 90706
juan@sixheron.com

The JPA's Designated Contact for this RFP is Juan Garza, Executive Director, juan@sixheron.com.

The proposals must bear the Proposer's name and address and must include "***RFP 25-08-01 – Website Development and Management Services***" on the subject line. All Proposals must be submitted in the legal name of the organization and must be signed by an authorized representative of the organization who has the legal authority to enter into an agreement with the JPA.

The JPA also reserves the right to extend the RFP Submission Deadlines at any time and for any reason, including for the purpose of requesting additional information from Proposers. With respect to timely submitted proposals, the JPA reserves the right to waive irregularities, informalities or defects in any or all responses.

Each submitted proposal shall remain valid and binding for **a period of one-hundred eighty (180) days** from the Submission Deadline.

Any modification, amendment, addition or alteration to any submission must be presented, in writing, executed by an authorized person or persons, and submitted prior to the Submission Deadline. An individual who is authorized to bind the submitting organization contractually shall sign the modification, amendment, addition, or alteration. The signature must indicate the title or position that the individual holds with the organization. An unsigned modification amendment, addition, or alteration shall be rejected and will not be considered with the submitted materials.

No amendments, additions or alterations will be accepted after the Submission Deadline, unless requested by the JPA.

V. SELECTION PROCESS

EVALUATION CRITERIA AND REVIEW PROCESS

JPA staff will evaluate the proposals provided in response to this RFP based on the following criteria:

- (1) Quality and completeness of proposal;
- (2) Quality, performance and effectiveness of the solution, goods and/or services to be provided by the Proposer;
- (3) Proposer's experience, including the experience of staff to be assigned to the project, with engagements of similar scope and complexity;
- (4) Cost to the JPA;
- (5) Proposer's financial stability and length of time in business;
- (6) Proposer's prior record of performance with JPA or other public agencies;
- (7) Proposer's ability to provide future records, reports, data and/or services; and
- (8) Proposer's compliance with applicable laws, regulations, policies (including JPA policies), guidelines and orders governing prior or existing contracts performed by the contractor.

All proposals will be reviewed for compliance with specifications including documented capability to perform the prescribed work in a satisfactory manner. Proposals, which appear to be compliant, will be evaluated on a point system (0-100 points, with 100 being the best possible score) in accordance with the following:

	<u>Maximum Points</u>
Adherence to Scope of Services	30 points
Meeting Proposal Requirements	30 points
Compensation	20 points
References	20 points

VI. TIMELINE

The tentative schedule for this RFP is as follows:

Issuance of RFP	July 11, 2025
Deadline for Questions to JPA (via email to juan@sixheron.com)	July 23, 2025
Deadline for JPA to Post Answers to Questions	July 25, 2025
Proposal Due Date	August 1, 2025
Evaluation Period	August 6, 2025
Approval of Contract by JPA Board of Directors	August 13, 2025

*The JPA will accept all questions submitted by the above deadline. All inquiries regarding this RFP must be directed exclusively to Juan Garza by the Deadline above.

Ex-parte communications with any official, officer, or consultant, working on behalf of the JPA, with the exception of Juan Garza, related to this RFP will result in immediate disqualification.

**The schedule above is tentative and subject to change at the discretion of the JPA, with appropriate notice to prospective proposers. All times are in pacific standard time (PST).

Proposals must be submitted to Juan Garza no later than **6:00 p.m. on Friday August 1, 2025** (“Submission Deadline”). The subject line should read “**RFP 25-08-01– Website Development and Management Services.**” Late proposals will not be considered. If the proposal includes any comments over and above the specific information requested in this RFP, such information should be included as a separate appendix and placed at the end of the proposal.

VII. STANDARD TERMS AND CONDITIONS

GENERAL INSTRUCTIONS, TERMS AND CONDITIONS

- A. Proposals shall be prepared to simply and economically provide a straightforward, concise description of the Proposer's ability to meet the requirements of this RFP.
- B. Proposers shall carefully read the information contained in this RFP and shall submit complete responses to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and may be rejected in the JPA's discretion. The submission of a response to this RFP shall be deemed a representation and certification by the proposer that it has read and understood the RFP, has investigated all aspects of the RFP, and is aware of the applicable facts pertaining to the RFP process, its procedures and requirements. No request for modification of the responses to this request shall be considered after its submission on grounds that the proposer was not fully informed as to any facts or conditions.
- C. Proposers should be aware that the RFP and the contents of the successful proposal will become a part of any subsequent contractual documents that may arise from this RFP. Following the Submission Deadline, the JPA, pursuant to the California Public Records Act (Govt. Code Section 7920.000 et seq.) reserves the right to make copies of all submitted proposals available for inspection and copying by any interested member of the public, except to the limited extent the JPA determines that any information contained in a proposal is legally privileged under the California Public Records Act. By submission of a proposal, proposers acknowledge and agree that their proposal and any information contained therein may be disclosed by the JPA to interested members of the public, including other proposers. All responses to the RFP received become a matter of public record and shall be regarded as public records, with the exception of those elements in each proposal which are defined by the proposer as business or trade secrets and plainly marked as "Confidential," "Trade Secret," or "Proprietary." The JPA shall not in any way be liable or responsible for the disclosure of any such proposal or portions thereof, if they are not plainly marked as "Confidential," "Trade Secret," or "Proprietary" or if disclosure is required under the Public Records Act. Any proposal which contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary" shall be regarded as nonresponsive.
- D. Proposer shall be solely and exclusively responsible for all costs incurred in connection with the preparation and submission of the proposals; demonstrations; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything in any way related to this RFP. The JPA is not liable for any costs incurred by a proposer in response to this RFP, including attorney costs. Whether or not a Proposer is awarded an Agreement pursuant to this RFP, no proposer shall be entitled to reimbursement for any costs or expenses associated with the proposer's participation in this RFP process. Proposals will become the property of the JPA and may be used by the JPA in any way deemed appropriate. Received proposals will not be returned to the Proposer, except that proposals that are untimely submitted to

the JPA shall be returned to the proposer. Failure to comply with all requirements contained in this RFP may result in the rejection of a proposal.

- E. The JPA operates and is funded on a fiscal year basis. Accordingly, the JPA reserves the right to terminate, without any liability, any agreement for which funding is not available.
- F. The JPA shall not be responsible for any verbal communication between any employee of the JPA and any Proposer. Only written requirements and qualifications will be considered. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.
- G. Receipt of an addendum of the RFP by a Proposer must be acknowledged by submitting the signed addendum with the proposal.
- H. A proposal may be modified or withdrawn in person at any time before the Submission Deadline, provided a receipt for the withdrawn proposal is signed by the Proposer's authorized representative. The JPA reserves the right to request proof of authorization to withdraw a proposal. Proposals may not be withdrawn after the proposal closing date and each Proposer agrees to this stipulation upon submittal of its proposal. However, all proposals are subject to negotiation before an agreement is awarded as further described below.
- I. The JPA may, in the evaluation of proposals, request clarification from proposers regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
- J. By submitting a proposal in response to this RFP, the Proposer accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the JPA.
- K. Negotiations may be conducted with responsible Proposers who submit proposals that are reasonably selected for consideration. All proposers reasonably selected for consideration based on criteria set forth in this RFP may be given an opportunity to make a presentation and/or interview.
- L. The JPA expects the highest level of ethical conduct from Proposers, including adherence to all applicable laws and local ordinances regarding ethical behavior.
- M. The JPA reserves the right to reject any and all proposals received as a result of this RFP. The JPA's potential award will not be based on any single factor. If an agreement is awarded, it will be awarded to the proposer who in the judgment of the JPA, has presented a project with the ability to have significant impact in bringing people into the JPA, stimulating additional business development, quality, completeness, clarity of content, responsiveness to the requirements, an understanding of JPA's objectives, and other factors which the JPA may consider relevant and important in determining which

proposal(s) is best for the JPA. The JPA reserves the right to cancel or modify this RFP. There is no guarantee that the JPA will award an agreement.

- N. Factors such as, but not limited to, any of the following may be considered just cause to disqualify a response to the RFP without further consideration:
- Evidence of collusion, directly or indirectly, among proposers in regard to the amount, terms, or conditions of this proposal;
 - Ex-parte communications with any official, officer, or consultant, working on behalf of the JPA, with the exception of Juan Garza, related to this RFP;
 - Existence of any lawsuit, unresolved contractual claim or dispute between proposer and the JPA;
 - Evidence of incorrect information submitted as part of the RFP; and
 - Evidence of proposer's inability to successfully complete the responsibilities and obligations of the proposed scope of work.
- O. Acceptance of any proposal is contingent upon the Proposer's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the JPA's bylaws.
- P. The successful proposer shall not discriminate, in any way, against any person based on race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, or any other protected classification in connection with or related to the performance of the project.
- Q. All questions must be directed to Juan Garza, juan@sixheron.com with "**RFP 25-08-01**" the subject line, communications with the staff, members of the JPA, and other JPA officials and officers regarding this Property and the proposal are strictly prohibited and shall result in an immediate disqualification from consideration of this RFP.

EXHIBIT "A"
SAMPLE PROFESSIONAL SERVICES AGREEMENT



2025

PROFESSIONAL SERVICES AGREEMENT

(Engagement: WEBSITE DEVELOPMENT AND MANAGEMENT SERVICES)
(Parties: _____ and CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY)

THIS PROFESSIONAL SERVICES AGREEMENT (hereinafter, "Agreement") is made and entered into this 11TH day of August 2025, (hereinafter, the "Effective Date") by and between the CALIFORNIA CITIES FOR SELF-RELIANCE JOINT POWERS AUTHORITY (hereinafter, "JPA") and _____ (hereinafter, "CONSULTANT"). For the purposes of this Agreement, JPA and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to JPA or CONSULTANT interchangeably, as appropriate.

RECITALS

WHEREAS, JPA requires website development and management services; and

WHEREAS, JPA staff has determined that CONSULTANT possesses the experience, skills and training necessary to competently provide such services to JPA; and

WHEREAS, the execution of this Agreement was approved by the JPA Board of Directors "Board of Directors" at its Regular Meeting of August 13, 2025 under Agenda Item No. _____.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, JPA and CONSULTANT agree as follows:

I.

ENGAGEMENT TERMS

1.1 TERM: This Agreement shall have a term of TWO (2) years, (hereinafter, the "Term"), commencing from the Effective Date. Nothing in this Section shall operate to prohibit or otherwise restrict the JPA's ability to terminate this Agreement at any time for convenience or for cause as provided under Article V (Termination), below. The Term may be extended for (2) one-year periods at the option of the JPA, provided that JPA provides CONSULTANT with written notice of JPA's intent to exercise JPA's option to extend the term of the Agreement no less than thirty (30) days prior to the expiration of the Term or any prior extension term. In the event JPA exercises its option to extend this Agreement, all terms, conditions, and

provisions of this Agreement shall remain in effect and govern the duties, responsibilities, and liabilities of the parties hereto.

1.2 SCOPE OF SERVICES:

A. Subject to the terms and conditions of this Agreement, CONSULTANT agrees to provide the services and tasks described in that certain Request for Proposals of JPA entitled "REQUEST FOR PROPOSALS (RFP) WEBSITE DEVELOPMENT AND MANAGEMENT SERVICE" (hereinafter, "JPA's RFP") and the written proposal of CONSULTANT entitled "CONSULTANT'S PROPOSAL" (hereinafter, the "CONSULTANT Proposal"). The JPA's RFP and the CONSULTANT Proposal are attached and incorporated hereto as **Exhibit "A"** and **"B"** respectively. The term "Scope of Services" shall be a collective reference to the JPA's RFP and the CONSULTANT Proposal. The capitalized term "Services" shall be a collective reference to all the various services and tasks referenced in the Scope of Services. In the event of any conflict or inconsistency between the provisions of the document entitled JPA's RFP and the provisions of the document entitled CONSULTANT Proposal, the requirements of the document entitled JPA RFP shall govern and control but only to the extent of the conflict or inconsistency and no further. In the event of any conflict or inconsistency between the provisions of the Scope of Services and the provisions of this Agreement to which the Scope of Services is attached, the provisions of this Agreement shall govern and control.

1.3 PROSECUTION OF SERVICES:

- A. Time is of the essence for this Agreement and each and every provision contained herein. The Services shall be commenced within three calendar days after the Effective Date. CONSULTANT shall complete the various tasks identified in the Scope of Services within the timeframes set forth in the Scope of Services, when applicable.
- B. CONSULTANT shall cooperate with JPA and in no manner interfere with the work of JPA, its employees or other consultants, contractors, or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT, or its subconsultants, to have related services or tasks completed in a timely manner;
- E. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees; and

- F. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.
- 1.4 COMPENSATION: CONSULTANT shall perform the Services in accordance with the "COMPENSATION DOCUMENT" which is attached and incorporated hereto as **Exhibit "C"** (hereinafter, the "COMPENSATION RATE"). The foregoing notwithstanding, CONSULTANT's total compensation for the performance of all Services contemplated under this Agreement, may not exceed the aggregate sum of ONE THOUSAND DOLLARS (\$1,000) per month (hereinafter, the "Not-to-Exceed Sum") during the Term of this Agreement, unless such added expenditure is first approved by the Board of Directors. In the event CONSULTANT's charges are projected to exceed the Aggregate Not-to-Exceed Sum prior to the expiration of this Agreement, JPA may suspend CONSULTANT's performance pending JPA approval of any anticipated expenditures in excess of the Aggregate Not-to-Exceed Sum or any other JPA approved amendment to the compensation terms of this Agreement.
- 1.5 PAYMENT OF COMPENSATION: The Not-to-Exceed Sum will be paid to CONSULTANT in monthly increments as the Services are completed. Following the conclusion of each calendar month, CONSULTANT will submit to JPA an itemized invoice indicating the services performed and tasks completed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice should indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Services, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, JPA will notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, JPA will pay all undisputed amounts included on the invoice. JPA will not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.
- 1.6 ACCOUNTING RECORDS: CONSULTANT will maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. JPA will have the right to access and examine such records, without charge, during normal business hours. JPA will further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.7 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Services agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT will deliver to JPA immediately and without delay, all materials, records, and other work product prepared or obtained by CONSULTANT in the performance of this

Agreement. Furthermore, CONSULTANT will only be compensated for the reasonable value of the services, tasks and other Services performed up to the time of cessation or abandonment, less a deduction for any damages, costs, or additional expenses which JPA may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 JPA'S REPRESENTATIVE: The JPA hereby designates Juan Garza, Executive Director (hereinafter, the "JPA Representative") to act as its representative for the performance of this Agreement. The JPA Representative or the JPA Representative's designee will act on behalf of the JPA for all purposes under this Agreement. CONSULTANT will not accept directions or orders from any person other than the JPA Representative or the JPA Representative's designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates CONSULTANT REPRESENTATIVE to act as its representative for the performance of this Agreement (hereinafter, "Consultant Representative"). Consultant Representative will have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. Consultant Representative or Consultant Representative's designee will supervise and direct the performance of the Services, using his/her best skill and attention, and will be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all Services under this Agreement. Notice to the Consultant Representative will constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with JPA staff in the performance of the Services and this Agreement and will be available to JPA staff and the JPA Representative at all reasonable times. All work prepared by CONSULTANT will be subject to inspection and approval by JPA Representative or his or her designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges, and agrees to the following:
- A. CONSULTANT will perform all Services skillfully, consistent with and adhering to its professional standard of care, that is, the degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality;
 - B. CONSULTANT shall at all times employ such force, plant, materials, and tools as will be sufficient in the opinion of the JPA to perform the Services within the time limits established, and as provided herein. It is understood and agreed that said tools, equipment, apparatus, facilities, labor, and material shall be furnished and said Services performed and completed as required by the Agreement, and subject to the approval of the JPA's authorized representative;

- C. CONSULTANT will perform all Services in a manner reasonably satisfactory to the JPA;
- D. CONSULTANT will comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code §1090 and the Political Reform Act (Government Code §§81000 *et seq.*) CONSULTANT shall be liable for all violations of such laws and regulations in connection CONSULTANT's performance of the Services. If CONSULTANT performs any work knowing it to be contrary to such laws, rules and regulations, CONSULTANT shall be solely responsible for all costs arising therefrom;
- E. CONSULTANT understands the nature and scope of the Services to be performed under this Agreement as well as any and all schedules of performance;
- F. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training, and experience to perform those services and tasks assigned to them by CONSULTANT; and
- G. All of CONSULTANT's employees and agents (including, but not limited to, subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications, and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications, and approvals will be maintained throughout the term of this Agreement and made available to JPA for copying and inspection.

The Parties acknowledge and agree that CONSULTANT will perform, at CONSULTANT's own cost and expense and without any reimbursement from JPA, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and subconsultants. Such effort by CONSULTANT to correct any errors or omissions will be commenced immediately upon their discovery by either Party and, notwithstanding Section 5.2(B), will be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the JPA Representative in writing and in her sole and absolute discretion. The Parties acknowledge and agree that JPA's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf will not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that JPA has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge, and experience necessary to perform the Services under the standard of care as articulated under section 2.4(A).

2.5 ASSIGNMENT: The skills, training, knowledge, and experience of CONSULTANT

are material to JPA's willingness to enter into this Agreement. Accordingly, JPA has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it will not assign or transfer, either directly or indirectly or by operation of law, this Agreement, or the performance of any of CONSULTANT's duties or obligations under this Agreement, without the prior written consent of the JPA. In the absence of JPA's prior written consent, any attempted assignment or transfer will be ineffective, null and void and will constitute a material breach of this Agreement.

2.6 SUBSTITUTION OF KEY PERSONNEL: CONSULTANT has represented to JPA that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, CONSULTANT may substitute other personnel of at least equal competence upon written approval of JPA. In the event that JPA and CONSULTANT cannot agree as to the substitution of key personnel, JPA shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the JPA, or who are determined by the JPA to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the CONSULTANT at the request of the JPA. The key personnel for performance of this Agreement are as follows: INSERT.

2.7 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Services will be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. JPA retains CONSULTANT on an independent contractor basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Services contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of JPA's confidential or proprietary information. Any additional personnel performing the Services under this Agreement on behalf of CONSULTANT are not employees of JPA and will at all times be under CONSULTANT's exclusive direction and control. CONSULTANT will pay all wages, salaries and other amounts due such personnel and will assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT will be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like. Notwithstanding any other JPA, state, or federal policy, rule, regulation, law, or ordinance to the contrary, CONSULTANT and any of its employees, agents, and subcontractors performing the Services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by JPA, including but not limited to eligibility to enroll in the California Public Employees Retirement System

(PERS) as an employee of JPA and entitlement to any contribution to be paid by JPA for employer contributions and/or employee contributions for PERS benefits.

- 2.8 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants is determined by the JPA Representative to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the Services in a manner acceptable to the JPA, such officer, employee, agent, contractor, subcontractor or subconsultant will be promptly removed by CONSULTANT and will not be reassigned to perform any of the Services.
- 2.9 COMPLIANCE WITH LAWS: CONSULTANT will keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Services. CONSULTANT's compliance with applicable laws will include, without limitation, compliance with all applicable Cal/OSHA requirements and applicable regulations of the U.S. Department of Housing and Urbanization.
- 2.10 NON-DISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer, and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination.
- 2.11 INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONSULTANT and all persons retained or employed by CONSULTANT are, and will at all times remain, wholly independent contractors and are not officials, officers, employees, departments, or subdivisions of JPA. CONSULTANT will be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. CONSULTANT and all persons retained or employed by CONSULTANT will have no authority, express or implied, to bind JPA in any manner, nor to incur any obligation, debt, or liability of any kind on behalf of, or against, JPA, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by JPA in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Before commencing the Services, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT will procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT will procure and

maintain Commercial General Liability Insurance (“CGL Coverage”) as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage will have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: For any owned, non-owned, or hired vehicles used in connection with the performance of this Agreement, CONSULTANT will procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.
- C. Workers’ Compensation Insurance/ Employer’s Liability Insurance: A policy of workers’ compensation insurance in such amount as will fully comply with the laws of the State of California and which will indemnify, insure and provide legal defense for both CONSULTANT and JPA against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Services contemplated in this Agreement.
- D. Errors & Omissions Insurance: For the full term of this Agreement and for a period of three (3) years thereafter, CONSULTANT will procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT’s profession. Such coverage will have minimum limits of no less than Two Million Dollars (\$2,000,000.00) per claim.
- E. Cyber Security: Cyber Security coverage to include technology/professional liability insurance, intellectual property infringement, and data protection liability insurance. CONSULTANT shall procure and maintain coverage for cyber liabilities and financial loss resulting or arising from acts, errors, or omissions, in connection with data maintenance, hosting, software development and other information technology services provided under this agreement. Coverage shall include protection for liability arising from: intellectual property infringement arising out of software and/or content (excluding patent infringement and misappropriation of trade secrets); breaches of security; violation or infringement of any right, privacy, breach of federal, state, or foreign security and/or privacy laws or regulations including; data theft, damage, destruction, or corruption, including without limitation, unauthorized access, unauthorized use, identity theft, theft of personally identifiable information or confidential corporate information, transmission of a computer virus or other type of malicious code; and participation in a denial of service attack on a third party. The minimum limits shall be three million dollars (\$3,000,000) for each and every claim and in the aggregate.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance will contain an endorsement naming the JPA and JPA's elected and appointed officials, officers, employees, agents, and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement will be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance will be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. JPA may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the JPA Representative is authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT will be primary to any coverage available to JPA or JPA's elected or appointed officials, officers, employees, agents, or volunteers. Any insurance or self-insurance maintained by JPA or JPA's elected or appointed officials, officers, employees, agents, or volunteers will be in excess of CONSULTANT's insurance and will not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement will not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against JPA, its officials, officers, employees, agents, and volunteers.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands, and agrees, that JPA's ability to verify the procurement and maintenance of the insurance required under this Article is a material consideration of this Agreement. Accordingly, CONSULTANT warrants, represents, and agrees that it will furnish JPA with certificates of insurance and endorsements evidencing the coverage required under this Article on ACORD-25 or forms satisfactory to JPA in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy will be signed by a person authorized by that insurer to bind coverage on its behalf and will be on forms provided by the JPA if requested.** Before commencing the Services, CONSULTANT shall provide JPA with all certificates of insurance and endorsements referenced herein. Upon JPA's written request, CONSULTANT will also provide JPA with copies of all required insurance policies and endorsements.
- 3.7 FAILURE TO MAINTAIN COVERAGE: In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced immediately so as to avoid a lapse in the required coverage, JPA has the right but not the duty to obtain the insurance it deems

necessary, and any premium paid by JPA will be promptly reimbursed by CONTRACTOR or JPA will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, JPA may cancel this Agreement effective upon notice.

- 3.8 SPECIAL RISKS OR CIRCUMSTANCES: JPA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. Any amendment to the insurance requirements of this Article shall be memorialized and approved in the form of a written amendment to this Agreement, signed by the Parties. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void or invalid.

IV. INDEMNIFICATION

- 4.1 JPA's elected and appointed officials, officers, employees, agents, and volunteers (hereinafter, the "JPA Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the JPA Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that JPA would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect JPA as set forth herein Notwithstanding the foregoing, to the extent CONSULTANT's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT. CONSULTANT's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the JPA, its officials, officers, employees, agents, or volunteers.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the JPA Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs, and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the JPA.
- 4.3 JPA shall have the right to offset against the amount of any compensation due to CONSULTANT under this Agreement, any amount due to JPA from CONSULTANT as a result of CONSULTANT's failure to either pay JPA promptly for any costs associated with CONSULTANT's obligations to indemnify the JPA Indemnitees under this Article or related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to JPA and JPA's elected and appointed officials, officers, employees, agents, and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth herein this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend JPA and JPA's elected and appointed officials, officers, employees, agents, and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of JPA's choice.
- 4.6 JPA does not and shall not waive any rights that it may possess against CONSULTANT because of the acceptance by JPA, or the deposit with JPA, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend, and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the JPA may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: JPA may immediately terminate this Agreement at any time for convenience and without cause by giving prior written notice of JPA's intent to terminate this Agreement which notice shall specify the effective date of such termination. Upon such termination for convenience, CONSULTANT will be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, JPA may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Services. CONSULTANT will be required to provide such Documents and Data within fifteen (15) calendar days of JPA's written request. No actual or asserted breach of this Agreement on the part of JPA pursuant to Section 5.2, below, will operate to

prohibit or otherwise restrict JPA's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service, or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service, or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") will occur. For all Events of Default, the Party alleging an Event of Default will give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which will specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default will be cured, which will not be less than the applicable cure period set forth under Sections 5.2B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default will constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONSULTANT will cure the following Events of Defaults within the following time periods:
- i. Within ten (10) business days of JPA's issuance of a Default Notice for any failure of CONSULTANT to timely provide JPA or JPA's employees or agents with any information and/or written reports, documentation, or work product which CONSULTANT is obligated to provide to JPA or JPA's employees or agents under this Agreement. Prior to the expiration of the 10-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 10-day cure period. The foregoing notwithstanding, JPA will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.i. that exceeds seven (7) calendar days from the end of the initial 10-day cure period; or
 - ii. Within fourteen (14) calendar days of JPA's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, JPA will be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT will include, but will not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; and/or (v) JPA's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. JPA will cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, JPA may submit a written request for additional time to cure the Event of Default upon a showing that JPA has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with JPA's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.5, above, will be cured by JPA within five (5) calendar days from the date of CONSULTANT's Default Notice to JPA.
- D. JPA, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of JPA's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). JPA may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT will be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of JPA up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of JPA will operate to prohibit or otherwise restrict JPA's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement will constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder will be in addition to and not a limitation

of any duties, obligations, rights, and remedies otherwise imposed or available by law. In addition to any other remedies available to JPA at law or under this Agreement in the event of any breach of this Agreement, JPA, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the JPA may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the JPA may extend the time of performance;
- iii. The JPA may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The JPA may exercise any other available and lawful right or remedy.

CONSULTANT will be liable for all legal fees plus other costs and expenses that JPA incurs upon a breach of this Agreement or in the JPA's exercise of its remedies under this Agreement.

- G. In the event JPA is in breach of this Agreement, CONSULTANT's sole remedy will be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement will constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty, or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party will give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto will not operate to terminate any Article, Section or provision contained herein which provides that it will survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data will be and remain the property of JPA without restriction or limitation upon their use or dissemination by JPA. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, designs, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials

developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to JPA, a perpetual license for JPA to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT will require all subcontractors and subconsultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that JPA will be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and will not be disclosed by CONSULTANT without prior written consent by JPA. JPA will grant such consent of disclosure as legally required. Upon request, all JPA data will be returned to JPA upon the termination or expiration of this Agreement. CONSULTANT will not use JPA's name or insignia, photographs, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of JPA.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., §§3789 *et seq.* and the California False Claims Act, Government Code §§12650 *et seq.*
- 6.4 NOTICES: All notices permitted or required under this Agreement will be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:
INSERT CONSULTANT NAME
INSERT ADDRESS
Attn: CONTACT PERSON
Phone: INSERT PHONE

JPA:
California Cities for Self-Reliance
Joint Powers Authority
Attn: Juan Garza
9835 Flower Street #790
Bellflower, CA 90706
Phone: (562) 882-7474

Such notices will be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties will fully cooperate with one

another and will take any additional acts or sign any additional documents as are reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

6.6 SUBCONTRACTING: CONSULTANT will not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without the prior written approval of JPA. Subcontracts (including without limitation subcontracts with subconsultants), if any, will contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 JPA'S RIGHT TO EMPLOY OTHER CONSULTANTS: JPA reserves the right to employ other independent contractors in connection with the various projects worked upon by CONSULTANT.

6.8 CONFLICTS OF INTEREST:

A. CONSULTANT warrants, represents, and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid, nor has it agreed to pay, any company or person, other than a *bona fide* employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, JPA will have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of JPA, during the term of his or her service with JPA, will have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

B. CONSULTANT may serve other clients, but none whose activities within the corporate limits of JPA or whose business, regardless of location, would place CONSULTANT in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code §81000 *et seq.*

C. CONSULTANT shall not employ any official or employee of the JPA during the Term of this Agreement or any extension term. No officer or employee of JPA shall have any financial interest in this Agreement that would violate Government Code §§1090 *et seq.* CONSULTANT warrants and represents that no owner, principal, partner, officer, or employee of CONSULTANT is or has been an official, officer, employee, agent, or appointee of the JPA within the twelve-month period of time immediately preceding the Effective Date. If an owner, principal, partner, officer, employee, agent, or appointee of CONSULTANT was an official, officer, employee, agent, or appointee of the JPA within the twelve-month period immediately preceding the Effective Date, CONSULTANT warrants that any such individuals did not participate in any manner in the forming of this Agreement. CONTRACTOR understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and CONSULTANT will not be entitled to any

compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and CONSULTANT will be required to reimburse the JPA for any sums paid to CONSULTANT. CONSULTANT understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code §1090.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, will be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, will be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, legal, administrative, or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation will be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement will be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD-PARTY BENEFIT: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement will not be construed in favor of, or against, either Party but will be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement will be valid or binding unless executed in writing and signed by both Parties, subject to JPA approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver will be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement will control.
- 6.19 ENTIRE AGREEMENT: This Agreement, including all attached exhibits, constitutes the entire, complete, final, and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, which may have been entered into between JPA and CONSULTANT prior to the execution of this Agreement. Any statements, representations, or other agreements, whether oral or written, made by either Party that is not embodied herein will not be valid or binding on the Parties. No amendment, modification or supplement to this Agreement will be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 FORCE MAJEURE: The deadline for completing the Services may be extended in the event of any delays due to unforeseeable causes beyond the control of CONSULTANT and without the fault or negligence of CONSULTANT, including but not limited to severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the JPA. CONSULTANT shall within three (3) calendar days of the commencement of such delay notify the JPA Representative in writing of the causes of the delay. The JPA Representative shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the JPA Representative such delay is justified. The JPA Representative's determination shall be final and conclusive upon the parties to this Agreement. In no event shall CONSULTANT be entitled to recover damages against the JPA for any delay in the performance of this Agreement, however caused, CONSULTANT's sole remedy being extension of the Agreement pursuant to this Section.
- 6.21 COUNTERPARTS: This Agreement will be executed in three (3) original counterparts each of which will be of equal force and effect. No handwritten or typewritten amendment, modification, or supplement to any one counterpart will be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart will be delivered to CONSULTANT and the remaining two original counterparts will be retained by JPA.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

**CALIFORNIA CITIES FOR SELF-
RELIANCE JOINT POWERS
AUTHORITY**

CONSULTANT NAME:

By: _____
Juan Garza, Executive Director

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

By: _____
Stephanie A. Arechiga
General Counsel

Date: _____