

REQUEST FOR PROPOSAL

CONSULTING SERVICES TO PREPARE A GIS MASTER PLAN UPDATE

PROPOSALS ARE DUE NO LATER THAN

4:00 PM, APRIL 4, 2025

Please deliver one unbound, two (2) bound copies, and one electronic copy in MS Word or Excel of both the Technical Proposal and the Cost Proposal in the format prescribed by the Request for Proposal. Proposals must be received by Jurupa Community Services District no later than 4:00 PM, on April 4, 2025. Proposals must be received by the stated deadline. Postmarks will not be considered. No proposals will be accepted after the deadline.

INTRODUCTION

General Information

Jurupa Community Services District (hereinafter referred to as "District") is requesting proposals from qualified firms or individuals knowledgeable in Geographic Information Systems (GIS) and technology best practices to conduct a GIS needs assessment that results in a GIS Master Plan for the District.

There is no expressed or implied obligation for the District to reimburse responding firms for any expenses incurred in preparing proposals in response to this request. The District reserves the right to reject any or all proposals submitted.

Proposals submitted will be evaluated by individuals from the District and/or outside agencies. During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from applicants, or to allow corrections of errors or omissions. At the discretion of the District, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The District reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted and confirmed in the agreement between the District and the firm selected. The District has a standard two-

party Professional Service Agreement, to which adherence is assumed unless specific objections are noted in the proposal by the candidate firm.

Term of Engagement

A one-year contract is contemplated, subject to the review and recommendation of the Director of Finance and Administration, the satisfactory negotiation of terms (including a price acceptable to both the District and the selected firm), the concurrence of the District Board of Directors, and the annual availability of an appropriation.

Subcontracting

No subcontracting will be permitted.

NATURE OF SERVICES REQUIRED

General

The District is soliciting the services of qualified firms or individuals knowledgeable in Geographic Information Systems (GIS) and technology best practices to conduct a GIS needs assessment that results in a GIS Master Plan for the District. A Notice to Proceed (NTP) is anticipated to be issued in May 2025, with project completion on or before January 31, 2026. As a Request for Proposal (RFP), this is not an invitation to bid, and although price is very important, other factors will be considered. The selected consultant will be required to execute the district's standard agreement for Professional Services (Attachment 6). The RFP submittal package shall include any exceptions to the District's Standard Agreement for Professional Services.

Please submit three (3) copies of your proposal in accordance with the following attachments:

- 1. Master Plan Objective, GIS Background, and Schedule
- 2. Required Proposal Format
- 3. Selection Criteria
- 4. Scope of Work
- 5. Cost Information
- 6. JCSD Professional Service Agreement

All responses must be sealed and have "GIS MASTER PLAN UPDATE" clearly marked on the outermost mailing envelope. Proposals will not be accepted after the date and time stated above. Incomplete proposals that do not conform to the requirements specified herein will not be considered. If you have any questions concerning this RFP scope of work, please contact Anh Nguyen at (951) 685-7434 Ext. 484 or email anguyen@jcsd.us.

DEADLINE:

All proposals are to be received by April 4, 2025, at 4:00 p.m. to Anh Nguyen at the following address:

Anh Nguyen

IT GIS Supervisor
Jurupa Community Services District
11201 Harrel Street
Jurupa Valley, CA 91752
anguyen@jcsd.us

ATTACHMENT 1 GIS MASTER PLAN RFP OBJECTIVE, BACKGROUND AND SCHEDULE

The Jurupa Community Services District (JCSD) is seeking proposals from firms interested in providing consulting services for the District's GIS (Geographic Information System) Master Plan.

RFP OBJECTIVE

To review and assess the Jurupa Community Services District (JCSD) current enterprise GIS and then develop a strategic planning framework based on documented business case analysis that outlines recommendations, methods, and strategies for achieving the following primary GIS program goals and objectives.

- Build and maintain reliable GIS data: The Master Plan should focus on building and maintaining accurate, consistent, and reliable geographic data that all departments within the District can effectively and efficiently use
- Integrate GIS functionality with existing systems: The Master Plan should outline how GIS can work in conjunction with current departmental processes and systems, including Cityworks, Geotab, NewWorld (Tyler), OnBase, the Hydraulic SCADA (AguaTwin/InfoWater), GraniteNet, 811 Digalert, Model and (Iconic/Ignition). Additionally, it should identify tools and efficiencies for future development, provided there is a documented business case to support these initiatives. Evaluate the District's GIS as an enterprise or cloud-based infrastructure: The Master Plan should evaluate the District's current IT/IS infrastructure and provide recommendations for any improvements needed to cost-effectively sustain and scale future growth of the GIS as an enterprise or cloud-based system
- Develop a GIS Governance Model that optimizes the management and utilization of the GIS throughout the District
- Evaluate staff training and succession planning needs for the GIS, including staff training and education needs assessments

DISTRICT GIS BACKGROUND

The District's Geographic Information Systems (GIS) was formed using a 2010 GIS Implementation Plan. The plan outlined recommendations for adding staff, hardware, software, data conversion, and training to create an enterprise GIS. Currently, the District's GIS supports all District department activities, including mapping & visualization, data management, monitoring, ArcGIS Enterprise geodatabases, GIS software support, and web mapping applications that support field mobility.

The District has a Small Utility Enterprise Agreement Annual Subscription with the Environmental Systems Research Institute (ESRI). These licenses consist of the following:

- Uncapped quantities of ArcGIS Desktop Software (Advance, Standard, Basic)
- Uncapped quantities of ArcGIS Enterprise Software (Enterprise, Monitor, Spatial Analyst, Network Analyst, Geostatistical Analyst, Schematic, Data Reviewer, 3D Analyst, Publisher, Workflow Manager)
- 100 ArcGIS Creators
- 10 ArcGIS Insights
- 50 ArcGIS Trackers
- 100 ArcGIS Utility Network User
- 1 Professional subscription to ArcGIS Developer
- 2 ArcGIS City Engine Single Use License
- 17,500 ArcGIS Service Credits

The District's Enterprise ArcGIS geodatabases effectively utilize SQL Server to store various data types, including raster data, vector data, and geometric networks. We are leveraging ESRI's ArcGIS Server, Portal, and ArcGIS Desktop software version 11.1 to enhance our operations. Additionally, this system integrates seamlessly with Cityworks for the computerized maintenance management system and GraniteNet for Sewer CCTV, enabling us to improve our data management and operational efficiency.

PROJECT SCHEDULE

RFP Advertisement Date	February 18, 2025
RFP Questions Due	March 3, 2025
Responses to Questions, if needed	March 10, 2025
Proposals Due	April 4, 2025
Anticipated Board Approval	April 28, 2025
Notify Consultants of Selection	April 29, 2025
Anticipated Start Date	June 2, 2025
Anticipated Date of Completion	January 31, 2026

ATTACHMENT 2 GIS MASTER PLAN REQUIRED PROPOSAL FORMAT

The letter of transmittal shall contain the names of the project manager and key staff(s) who will perform the project. It shall also state the office location(s) where the work will be performed.

The proposal shall be limited to the following page lengths:

Letter of Transmittal: 2 pages
Descriptions for Sections 1 - 4: 16 pages
Figures and Illustrations: 5 pages

Page size 8.5" x 11", single-sided printing. The minimum font size is 12 points. Resumes and references are excluded from the page counts.

The proposal shall include the following items:

<u>Section 1- Approach to Work:</u> Using Attachment 4 – Scope of Work as a guide, describe proposed work tasks in sufficient detail to present the proposed approach. Discuss reasons for any changes made to the Scope of Work outlined in the attachment. Discuss proposed project management, quality assurance, and cost control techniques.

Provide a project schedule for the work showing task sequence, the time required for each task, person-hours by task, reviews, milestones, and total study duration. The schedule should show how the Scope of Work will be accomplished by the identified milestone dates. Explain how the proposed organization and schedule will make optimum use of resources. This schedule shall also include all necessary District workshops and review activities.

(NOTE: Consultant shall allow a minimum of fifteen (15) business days for any District review activities). Discuss any unique ideas/concerns relating to the project.

<u>Section 2 – Specialized Experience:</u> Indicate experience gained from recent work similar to the proposed scope of work. Emphasize experience that will be applied to the proposed work and the firm's ability to complete the work within budget and as scheduled. Describe the qualifications and availability of other professional, technical, and administrative resources that will be used to perform the work.

<u>Section 3 – Project Team:</u> Describe the team and key staff that will be committed to completing the work described in Section 1. Emphasize the specialized experience of specific individuals. Describe the anticipated level of District involvement. Key personnel who are included in the proposal must be committed to the duration of the study. Any

substitutions or changes to the project team must be brought to the District's attention and approved.

<u>Section 4 – References:</u> Provide at least three references that can comment on the past performance of the firm(s) and key staff on a study/project comparable to the proposed work completed within the last five years. Please include brief descriptions, contact names, and telephone numbers for any related projects you wish to use as references.

Section 5 – Appendices: Resumes of key personnel and brochures.

<u>Section 6 – Exceptions:</u> Exceptions. Any exceptions to the District's Standard Agreement for Professional Services, including proposed changes to the agreement.

ATTACHMENT 3 GIS MASTER PLAN SELECTION CRITERIA

Review and Selection Process - Evaluation Criteria:

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

- Quality and completeness of proposal (as defined in Scope of Work and required format proposal)
- Quality, performance and effectiveness of the solution, goods, and/or services to be provided by the Proposer.
- Proposer's experience, including the experience of staff to be assigned to the project, with engagements of similar scope and complexity.
- Cost and cost realism.
- Proposer's financial stability and length of time in business.
- Proposer's ability to perform the work within the time specified.
- Proposer's prior record of performance with the District or others.
- Proposer's ability to provide future records, reports, data, and/or services.
- Proposer's compliance with applicable laws, regulations, policies (including District Board policies), guidelines, and orders governing prior or existing contracts performed by the contractor; and
- Proposer's work plan and approach.

Oral Presentation

During the evaluation process, the evaluators may, at their discretion, request any one or all firms to make oral presentations. Such presentations will allow firms to answer any questions the evaluation committee may have on a firm's proposal. Not all firms will be asked to make such oral presentations.

Final Selection

The District will select a firm based upon the recommendation of the evaluators.

Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposal unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the District and the firm selected. The District reserves the right without prejudice to reject any or all proposals.

ATTACHMENT 4 GIS MASTER PLAN SCOPE OF WORK

The Consultant will provide the professional services required to develop a comprehensive review of the District's current GIS, a GIS needs/gap assessment report, a technology readiness assessment, and an organizational readiness assessment, and prepare an implementation plan to provide a strategic roadmap for future GIS growth needed to support all departments within the District.

Task 1: Project Questionnaire and Kick-off Presentation

Task 1A: The consultant shall conduct a comprehensive GIS assessment of the District by conducting a customized questionnaire (online/in person) for all departments that is specific to the needs of the District. The questions should be developed with direct input from the District's IT GIS Supervisor and IT Manager.

Task 1B: The consultant shall conduct a Kick-off presentation to all District departments that outlines the overall scope of the project, methodology, anticipated schedule, required level of department participation, and best business practices related to GIS implementation. The initial presentation is anticipated to last approximately 30-45 minutes, with additional time for questions and answers. This task aims to get key department users' commitment to the project approach and resources needed for successful completion.

Task 1 Deliverable: The Consultant is to develop a draft questionnaire for review and approval and a final questionnaire for completion of Task 1A. The consultant should also develop a draft report based on the results of Task 1A for review, a final report, and a presentation of report findings to key department users.

Task 2: Department-Wide Opportunities Assessment

With a focus on maximizing the District's return on investment, the consultant should demonstrate a clear understanding of the District's GIS business needs to be met by the Enterprise GIS. This assessment should provide a clear understanding of the current conditions of GIS in the District, existing geospatial data and workflows, geospatial data gaps, as well as current and near-future GIS business requirements.

Task 2 should include the following:

- Defining business needs (e.g. potential applications, necessary data, data maintenance, and required resources) for each department, including requirements for supporting operational emergencies and disaster response
- Identify existing departmental data formats and compatibility for integration into GIS

- Evaluate and identify opportunities to expand GIS for input from the District to its customers and vice versa (notification of leaks, identification of planned outages, main replacement projects).
- Documenting data sharing between departments and identifying programs that utilize common data sets, listing departments responsible for updating or editing data and eliminating redundant or duplicate data sets.
- Gathering specific GIS requirements/needs from the user's perspective by conducting one or more interviews with the departments listed below and sharing examples of improvements from other agencies with each department
- Identify future GIS capabilities related to Artificial Intelligence (AI) integration

Departments to be interviewed for Task 2:

- Operations: Water systems, Utility Services, Environmental Services, Asset Reliability, Operations Technology
- Engineering and Water Resources: Development Engineering, Engineering Services, Water Resources, CIP, Construction Services
- Finance and Administration: Finance, Customer Service, Information Technology
- Parks & Recreation: Park Maintenance, Recreation

Task 2 Deliverable: The Consultant is expected to provide a comprehensive needs/gap assessment or a Strengths, Weakness, Opportunities, and Threats (SWOT) report by the Department, which identifies the data assets and information architecture needed to support the recommended initiatives in the strategic plan. A draft report should be prepared for review and comment before a final report and presentation of findings to each department.

Task 3: Infrastructure Review

This task is to validate the District's current GIS infrastructure (hardware, software, and network) to support the current and future growth of the GIS system. The infrastructure review must be completed by a certified IT Specialist. The proposal should clearly identify how this requirement will be accomplished. Any recommended changes should be scalable and address each department's business needs and objectives that were identified during the needs assessment phase.

The infrastructure review should include the following items:

- Identify the hardware, software, and network requirements necessary to support the GIS application for office, field mobility, and emergency response
- Evaluate and provide recommendations on where and how to host and store data (on-site, cloud, etc.).
- Evaluate the cost/benefit, business case, or cost-benefit ratio of converting the current GIS model to the ESRI Local Government Information Model (LGIM)

- Complete a comprehensive digital data assessment and evaluate the current system data accuracy. Provide recommendations on the level of data accuracy that should be maintained for confidence in the current system and what investment is needed to get to and maintain that level of accuracy
- Develop a strategic plan to improve the efficiency and maintenance between the GIS and Cityworks (Computerized Maintenance Management Systems)
- Evaluate and develop a business case for the continued use of the District's current provider for document retrieval and web portal to the GIS
- The existing GIS technologies that should be replaced (if any) and evaluation of other tools and emerging technologies for compatibility and integration into the current system. Provide recommendations for adopting emerging technologies that provide additional capabilities for office and field personnel as well as web tools to enhance the customer's experience and interaction with the District.

Task 3 Deliverable: The Consultant is to provide draft reports for review and comment for all Task 3 deliverables before providing a final report and recommendations.

- Technology needs assessment report
- Report on the software, hardware, and network needed to support a scalable GIS over the next 5 years, including any recommended purchases. The report should be included as part of the final GIS Master Plan document.
- Report of industry best practices and advancements in the GIS field and how the District can leverage benefits from other tools and emerging technologies. The report should be included as part of the final GIS Master Plan document.
- A business case/ROI analysis for any recommended changes or upgrades. The report should be included as part of the final GIS Master Plan document.
- Presentation to key department users on Task 3 findings and recommendations

Task 4: GIS Staff Training and Support

Task 4A: This Task is to evaluate and assess staff training needs in relation to items identified in tasks 1-3. The selected consultant should evaluate options to augment current staffing with external resources to support the current and future GIS. The objective is to build a level of redundancy without increasing staffing into the supporting functions of GIS so that it can continue to be maintained and operated to always meet the District's objectives.

Task 4B: Develop a district-wide GIS Governance plan that identifies the roles and responsibilities for each department's use, budget, and maintenance of the GIS program and data.

Task 4 Deliverable:

Report evaluating training needs to support current and future GIS needs, including a proposed 5-year program and associated budget

- GIS Governance and support plan

Task 5: Implementation Plan

The consultant should develop a clear and concise implementation plan for all the items identified in tasks 1-4. The plan should include a priority implementation list, timeline, and costs (multi-year budget). The implementation plan should clearly define the goals for the GIS components, including Governance, Data and Database(s), procedures and workflows, GIS training, infrastructure, and the integration of AI into GIS operations. This integration should enhance data analysis, automation, and decision-making processes. Key performance indicators (KPIs) should be established for each phase of the implementation plan, with specific metrics to measure the success of both GIS with or without AI components.

Task 5 Deliverable:

- List of implementation priorities for the GIS with an estimated budget for each task, included in the final master plan report
- Timeline for when recommended tasks should be implemented to be included in the final master plan report

Task 6: Master Plan

The consultant is expected to present the project findings and recommendations to the District's key department users, reflecting the technical work products included in the prior tasks. The presentation is anticipated to be 30-45 minutes with additional time for questions and answers and should focus on:

- Executive Summary that clearly outlines how the GIS and continued investment in the GIS program aligns with the District's objectives, goals, and vision
- Recommend an actual strategy that outlines the specific actions required to implement the new Enterprise GIS, anticipated investments, and staffing needs
- List of actions and concerns.

Task 6 Deliverable:

- Executive Summary
- A presentation with a question-and-answer session for Key Department Users.
- A Board Presentation of the final Master Plan
- 8 bound and one unbound hard copy of the final GIS Master Plan.
- One electronic copy of the final version (both Word and .pdf formats).

ATTACHMENT 5 GIS MASTER PLAN COST INFORMATION

One copy of the following information is to be submitted inside a separate sealed envelope:

- Total cost for performing all work outlined in the Scope of Work section of this RFP

NOTE: This information does not constitute a bid but ensures that a detailed review of the proposal's merits is complete before cost information is reviewed.

ATTACHMENT 6 GIS MASTER PLAN JCSD PROFESSIONAL SERVICE AGREEMENT

1.	PART	TIES AND DATE.
Jurupa its prin and ("Cons	Comm cipal p sultant	ent is made and entered into this day of, by and between the nunity Services District, an independent special district of the State of California with lace of business at 11201 Harrel Street, Jurupa Valley, California 91752 ("District") with a place of business at t"). District and Consultant are sometimes individually referred to as "Party" and s "Parties" in this Agreement.
2.	RECI	TALS.
	2.1	Consultant.
service Consul	s requ ltant re	esires to perform and assume responsibility for the provision of certain professional tired by the District on the terms and conditions set forth in this Agreement. presents that it is experienced in providing the professional services described herein, the State of California, and is familiar with the plans of District. Project
Master	Plan	es to engage Consultant to render such services for <u>Consulting Services to Prepare a Update for the District's Geographic Information System (GIS)</u> (" Project ") as set agreement.
3.	TERN	MS.
	3.1	Scope of Services and Term.
necessa "A" att perform	ary to ary for tached ned in	3.1.1 General Scope of Services. Consultant promises and agrees to furnish to ll labor, materials, tools, equipment, services, and incidental and customary work fully and adequately perform the services the Project ("Services"). The Services are more particularly described in Exhibit hereto and incorporated herein by reference. All Services shall be subject to, and accordance with, this Agreement, the exhibits attached hereto and incorporated erence, and all applicable local, state and federal laws, rules, and regulations.
comple schedu	ete the les and	3.1.2 <u>Term.</u> The term of this Agreement shall be from, unless earlier terminated as provided herein. Consultant shall Services within the term of this Agreement, and shall meet any other established deadlines. The Parties may, by mutual, written consent, extend the term of this necessary to complete the Services.

3.2 Responsibilities of Consultant.

- 3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of District and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall 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, and workers' compensation insurance.
- 3.2.2 <u>Schedule of Services</u>. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in <u>Exhibit "B"</u> attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, District shall respond to Consultant's submittals in a timely manner. Upon request of District, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 3.2.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Consultant shall be subject to the approval of District.
- 3.2.4 <u>Substitution of Key Personnel</u>. Consultant has represented to District 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 District. In the event that District and Consultant cannot agree as to the substitution of key personnel, District 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 District, or who are determined by the District 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 District. Consultant's key personnel for performance of this Agreement are as follows:
- 3.2.5 <u>District's Representative</u>. The District hereby designates <u>Anh Nguyen</u>, <u>IT GIS Supervisor</u>, or his or her designee, to act as its representative for the performance of this Agreement ("**District's Representative**"). District's Representative shall have the power to act on behalf of the District for all purposes under this Contract. Consultant shall not accept direction or orders from any person other than the District's Representative or his or her designee.
- 3.2.6 <u>Consultant's Representative</u>. Consultant hereby designates ______, or his or her designee, to act as its representative for the performance of

this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

- 3.2.7 <u>Coordination of Services</u>. Consultant agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.
- 3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct willful or negligent errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.
- 3.2.9 <u>Period of Performance and Damages</u>. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in <u>Exhibits "A" or "B"</u> attached hereto, or which may be separately agreed upon in writing by the District and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Project Milestones developed pursuant to provisions of this Agreement due to Consultant's willful behavior or negligence, it is understood, acknowledged and agreed that the District will suffer damage.
- 3.2.10 <u>Laws and Regulations; Employee/Labor Certifications</u>. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If the Consultant performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Consultant shall be solely responsible for all costs arising therefrom.

Consultant shall defend, indemnify and hold District, its officials, directors, officers, employees, and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Consultant. By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Consultant. Consultant also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Consultant shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Consultant shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Consultant's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 <u>Employment Eligibility; Subcontractors, Consultants, Subsubcontractors and Subconsultants</u>. To the same extent and under the same conditions as Consultant, Consultant shall require all of its subcontractors, consultants, sub-subcontractors and subconsultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. The persons executing this Agreement on behalf of Consultant verify that they are duly authorized officers of Consultant, and understand that any of the following shall be grounds for the District to terminate the Agreement for cause: (1) failure of Consultant or its subcontractors, consultants, subsubcontractors or subconsultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Consultant under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 <u>Labor Certification</u>. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

- 3.2.10.5 <u>Equal Opportunity Employment</u>. 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. Consultant shall also comply with all relevant provisions of District's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.
- 3.2.11 <u>Accounting Records</u>. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.12 Insurance.

- 3.2.12.1 <u>Time for Compliance</u>. Consultant shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the District that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the District to terminate this Agreement for cause.
- 3.2.12.2 <u>Minimum Requirements</u>. Consultant shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Consultant, its agents, representatives, employees or subconsultants. Consultant shall also require all of its subconsultants to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:
- (A) <u>Minimum Scope of Insurance</u>. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- (B) <u>Minimum Limits of Insurance</u>. Consultant shall maintain limits no less than: (1) *General Liability:* \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate

limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* \$1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000 per accident for bodily injury or disease.

- 3.2.12.3 <u>Professional Liability</u>. Errors and omissions coverage with limits of liability no less than \$1 million per occurrence.
- 3.2.12.4 <u>Insurance Endorsements</u>. The insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms supplied or approved by the District to add the following provisions to the insurance policies:
- (A) <u>General Liability</u>. The general liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Work or operations performed by or on behalf of the Consultant, including materials, parts or equipment furnished in connection with such work; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- (B) <u>Automobile Liability</u>. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the District, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Consultant or for which the Consultant is responsible; and (2) the insurance coverage shall be primary insurance as respects the District, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Consultant's scheduled underlying coverage. Any insurance or self-insurance maintained by the District, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not be called upon to contribute with it in any way.
- (C) <u>Workers' Compensation and Employer's Liability</u> <u>Coverage</u>. The insurer shall agree to waive all rights of subrogation against the District, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Consultant.
- (D) <u>All Coverages</u>. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by mail has been given to the District; and (B) any failure to comply with reporting or other provisions of the policies, including breaches

of warranties, shall not affect coverage provided to the District, its directors, officials, officers, employees, agents, and volunteers.

- 3.2.12.5 <u>Separation of Insureds; No Special Limitations</u>. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees, agents, and volunteers.
- 3.2.12.6 <u>Deductibles and Self-Insurance Retentions</u>. Any deductibles or self-insured retentions must be declared to and approved by the District. Consultant shall guarantee that, at the option of the District, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its directors, officials, officers, employees, agents, and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- 3.2.12.7 <u>Acceptability of Insurers</u>. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the District.
- 3.2.12.8 <u>Verification of Coverage</u>. Consultant shall furnish District with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the District. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the District if requested. All certificates and endorsements must be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
- 3.2.12.9 <u>Reporting of Claims</u>. Consultant shall report to the District, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.
- 3.2.13 <u>Safety</u>. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and life saving equipment and procedures; (B) instructions in accident prevention for all employees and subconsultants, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.3 Fees and Payments.

- 3.3.1 <u>Compensation</u>. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in <u>Exhibit "C"</u> attached hereto and incorporated herein by reference. The total compensation shall not exceed ______ without written approval of District. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.
- 3.3.2 <u>Payment of Compensation</u>. Consultant shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Consultant. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.
- 3.3.3 <u>Reimbursement for Expenses</u>. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.
- 3.3.4 <u>Extra Work.</u> At any time during the term of this Agreement, District may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.
- 3.3.5 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws, including the requirement to be registered with the Department of Industrial Relations and to file certified payroll records electronically with the Department. District shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft; classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. Consultant shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4 Termination of Agreement.

3.4.1 <u>Grounds for Termination</u>. District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven

- (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.
- 3.4.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, District may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.
- 3.4.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 Ownership of Materials and Confidentiality.

- 3.5.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for District to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remains the property of District, and shall not be used in whole or in substantial part by Consultant on other projects without the District's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to District reproducible copies of all Documents & Data, in a form and amount required by District. District reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by District at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to District upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to District any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to District upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify District and provide District with the opportunity to obtain the documents.
- 3.5.2 <u>Subconsultants</u>. Consultant shall require all subconsultants to agree in writing that District is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design

professionals other than Consultant or its subconsultants, or those provided to Consultant by the District.

- 3.5.3 Right to Use. District shall not be limited in any way in its use or reuse of the Documents & Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at District's sole risk. If District uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the District upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.
- 3.5.4 <u>Indemnification</u>. Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by District of the Documents & Data, including any method, process, product, or concept specified or depicted.
- 3.5.5 <u>Confidentiality</u>. All Documents & Data, either created by or provided to Consultant in connection with the performance of this Agreement, shall be held confidential by Consultant. All Documents & Data shall not, without the prior written consent of District, be used or reproduced by Consultant for any purposes other than the performance of the Services. Consultant shall not disclose, cause or facilitate the disclosure of the Documents & Data to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant that is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use District's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of District.

3.6 General Provisions.

3.6.1 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consul	tant:		

-		
Attn:		

District:

Jurupa Community Services District 11201 Harrel Street Jurupa Valley, CA 91752 Attn: Anh Nguyen, IT GIS Supervisor

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.6.2 Indemnification.

3.6.2.1 <u>Scope of Indemnity</u>. To the fullest extent permitted by law, Consultant shall defend, indemnify and hold the District, its directors, officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, to the extent caused by any willful or negligent acts, errors or omissions of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of expert witness fees and attorneys fees and other related costs and expenses. 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.

<u>Indemnity Obligations</u>. Consultant shall defend, with Counsel of District's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.6.2.1 that may be brought or instituted against District or its directors, officials, officers, employees, volunteers and agents to the extent such allegations are caused by Consultant's willful or negligent acts, errors or omissions. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse District for the cost of any settlement paid by District or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. In the event the subject action alleges willful behavior or negligence on the part of Consultant and/or the District, or any third parties not under contract with Consultant, Consultant's obligations regarding the District's defense under this paragraph include only the reimbursement of the District's defense costs incurred to the extent of Consultant's negligence. Such reimbursement shall include payment for attorney's fees and costs, including expert witness fees. Consultant shall reimburse District and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its directors, officials, officers, employees, agents, or volunteers.

- 3.6.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the District.
- 3.6.4 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.6.5 <u>District's Right to Employ Other Consultants</u>. District reserves right to employ other consultants in connection with this Project.
- 3.6.6 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.
- 3.6.7 <u>Assignment or Transfer</u>. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecatees or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- 3.6.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to District include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles 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.
- 3.6.9 <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

- 3.6.10 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 3.6.11 <u>No Third Party Beneficiaries</u>. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.6.12 <u>Invalidity</u>: <u>Severability</u>. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.6.13 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.6.14 <u>Cooperation; Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.6.15 <u>Attorney's Fees</u>. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.
- 3.6.16 <u>Authority to Enter Agreement.</u> Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.6.17 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.6.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

DISTRICT	CONS	ULIANI
Ву:	By:	
Betty Folsom	,	Signature
Board President		
		Name (Print)
		Title (Print)
ATTEST:	By:	
		Signature
Maria E. Ayala		
Executive Services Manager/		Name (Print)
Secretary to the Board of Directors		
		Title (Print)