



REQUEST FOR PROPOSALS (RFP)

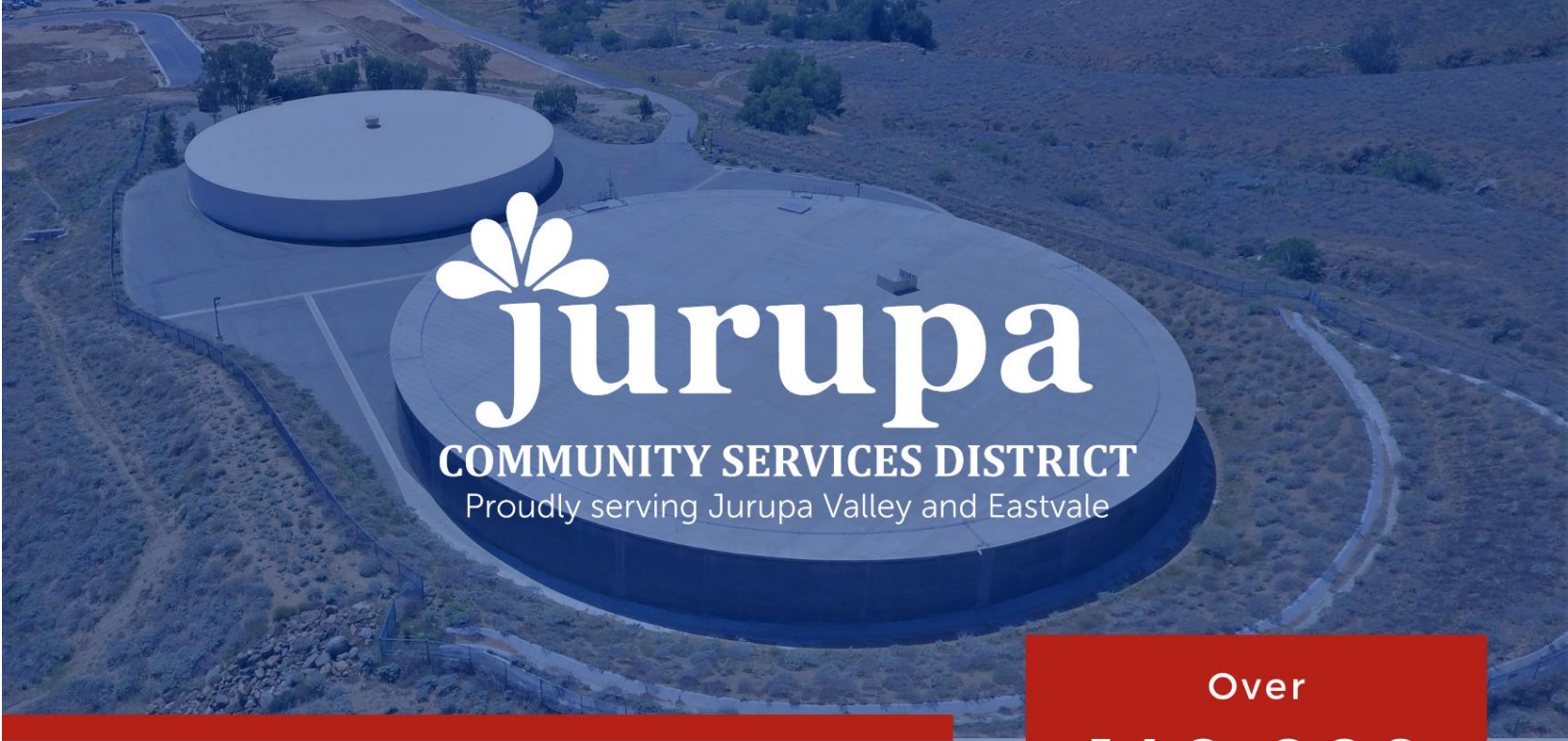
Community Facilities and other District Formation, Administration, Delinquency Management, and Other Services

Issue Date
OCTOBER 15, 2025

Due Date
NOVEMBER 7, 2025

Point of Contact
JASON DAVIS
FINANCIAL PROGRAM MANAGER

Contact Information
Jurupa Community Services District
11201 HARREL STREET JURUPA VALLEY, CA 91752
(951) 685-7434
jdavis@jcsd.us



jurupa

COMMUNITY SERVICES DISTRICT

Proudly serving Jurupa Valley and Eastvale

Over
140,000
People Served

ABOUT US

The Jurupa Community Services District (JCSD) is a public agency providing award-winning services and programs to the communities of Eastvale and Jurupa Valley.

JCSD is governed by a Board of Directors comprised of five elected representatives from both cities.

**40 SQUARE
MILES**
Service Area

Encompassing
**EASTVALE &
JURUPA VALLEY**

JCSD LEADERSHIP



Division 3
Betty Folsom
President



Division 5
Anthony Herda
Vice President



Division 1
**Kenneth J.
McLaughlin**
Director



Division 2
Lupe R. Nava
Director



Division 4
Bart Moreno
Director



Chris Berch
General
Manager

Established in 1956



Water



Wastewater



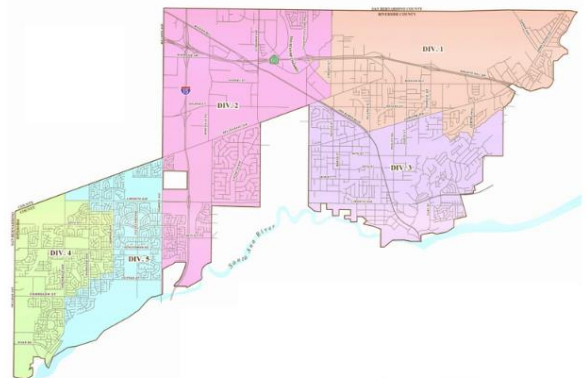
Parks &
Recreation



Graffiti
Abatement



Streetlights



www.JCSD.us
951.685.7434

11201 Harrel St. Jurupa Valley, CA 91752

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1. REQUEST FOR PROPOSALS (RFP)

A. OVERVIEW

The Jurupa Community Services District (JCSD) is soliciting proposals from qualified firms to provide formation, apportionment, administration, delinquency management, and other services related to the District's Community Facilities Districts ("CFDs") and Lighting and Landscape Maintenance Districts ("LMDs").

The selected Consultant will conduct research, engage stakeholders, including the Board of Directors, executive team, and staff, and provide recommendations to the District. The goal is to ensure JCSD continues to support clarity, inclusivity, and long-term strategic goals while honoring its history and service to more than 140,000 residents in Eastvale and Jurupa Valley.

B. PROPOSAL SUBMITTAL DETAILS

Proposals shall be submitted electronically in PDF format to:

jdavis@JCSD.us

The email subject shall read "RFP from *Consultant's Name*: JCSD CFD/LMD ADMINISTRATION PROPOSAL "

Proposals must be sent no later than the deadline listed in the Project Schedule section of this RFP. All proposals received after this deadline will be rejected. Consultants are encouraged to send their proposals utilizing the DELIVERY and READ Receipts enabled.

The delivery receipt will be the bidder's verification that the proposal has been sent to JCSD prior to the deadline. All electronic files must be less than 20 MB as this is JCSD's limit for email submission. Multiple emails for the proposals can be sent to accommodate larger proposal files.

C. DISCLAIMER

This Request for Proposal does not commit JCSD to awarding a contract or paying any costs incurred in preparing the proposal. JCSD reserves the right to extend the due date for the proposal, accept or reject any or all proposals received as a result of this request, negotiate with any qualified consultant, cancel this request in part or in its entirety, and procure alternate or additional consulting services.

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names shall not be considered. JCSD shall not be liable for any pre-contractual expense incurred by the Consultant.

2. ANTICIPATED SCHEDULE

The following estimated dates have been set for the Project:

RFP Advertisement	October 15, 2025
RFP Questions Due	October 24 2025
Proposals Due	November 7, 2025
Interviews for Short-Listed Consultants (Optional)	Week of November 17, 2025
Negotiation/Contract signed by vendor pending approval	Week of December 8, 2025
Anticipated Board Approval (if needed)/ Anticipated Start Date	January 26, 2026

Questions regarding the RFP shall be sent to jdavis@JCSD.us. All requests for interpretation or correction must be clearly labeled "Written Questions." The District will not be responsible for failure to respond to a request that has not been so labeled. All requests for interpretation or correction must be put in writing and must be received before the deadline shown in the Project Schedule above.

3. PROPOSAL FORMAT

In submitting this RFP, Consultant represents that Consultant has a demonstrated trustworthiness and possesses the quality, fitness, and capacity to perform the proposed contract in a manner that is satisfactory to the District. Consultant represents that Consultant's financial resources, service experience, completion ability, personnel, current workload, and experience in dealing with public agencies all suggest that Consultant is capable of performing the proposed contract and has a demonstrated capacity to deal fairly and effectively with and to satisfy a public agency.

A. To demonstrate the above, the proposal must contain affirmative statements regarding:

- Consultant has not at any time filed for bankruptcy
- Consultant has not been sued for malfeasance
- The number of years Consultant has been in business
- Current number of employees
- Consultant has not been charged with criminal offenses related to fraud or securities related matters

Additionally, the Proposal must include the following:

- B.** Provide general background on firm. List all services and activities of firm. Provide information and background, including references, on three similar projects completed by Consultant's firm within the last three years.
- C.** Provide the names, qualifications, and resumes of the personnel assigned the responsibility of performing Consultant's obligations, including their role in similar projects.
- D.** The District believes that work related to this RFP is a significant assignment involving large amounts of Consultant staff time. Describe current workload and how the addition of the District's work impacts staff time and allocation.
- E.** Provide a detailed Scope of Work for activities believed to be required by the District related to administration of land-secured districts. If it varies from the section of the Request For Proposal / Services To Be Provided By Consultant, please explain the differences.
- F.** Provide a listing of deliverable products to the District and the timing of their delivery.
- G.** Provide a listing of all California public agencies that similar services are contracted for.
- H.** Provide a brief statement that discusses what qualities distinguish your firm from other providers.
- I.** Provide a list of Subcontractors that the Consultant is proposing to assign specific work to be performed to complete this project. For each assigned Subcontractor provide the following information:
 - Name of Subcontractor, business address, and phone number, and contact information for the firm's contact person, including email address
 - Specific work to be completed by Subcontractor
 - Dollar amount represented by Subcontractor's work
 - Percentage of Consultant's total fee represented by Subcontractor's work
 - If no Subcontractor will be used, make a statement of that fact
- J.** Provide a breakdown of proposed fees. Fees should be broken down by individual district by the task areas in the section Services To Be Provided By Consultant. These task areas include:

- District Formation
- Research and Analysis
- Annual Assessment Preparation
- Delinquency Research, Analysis and Preparation
- Annual Disclosure
- Other Items As Required

Fees may be presented per district, per hour, or other ways including combinations. However presented, the District needs to be able to determine the projected cost on an annual basis for the services included in the fees.

- K. List ideas for the District to consider that utilize technology, advanced procedures or new protocols that may benefit taxpaying residents, the District, bondholders, or others by improving data gathering, accessibility to data, disclosure or other processes.
- L. Assuming your firm is selected to provide service to the District, provide a description of actions, processes, and the timing of such, related to transition from the prior consultant to your firm. Specify District required activities to facilitate such a transition.

4. SELECTION OF CONSULTANT

A. CRITERIA FOR SELECTION

Selection among the proposals received shall be based on the following criteria, not necessarily in order of priority:

- **Project Understanding and Approach**
Demonstrated understanding of JCSD's goals for the Community Facilities and other District Formation, Administration, Delinquency Management, and other services, including the ability to assess goals, engage diverse stakeholders, and desired outcomes for practical recommendations. A thoughtful and inclusive approach to evaluating the District's needs will be highly valued.
- **Relevant Experience and Qualifications**
The consultant and key personnel should have experience conducting work of this nature, preferably for public agencies, special districts, or local governments. The qualifications and background of assigned team members, including past performance on similar efforts, will be carefully considered.
- **Stakeholder Engagement Strategy**

Proven ability to design and facilitate inclusive engagement processes that generate meaningful input from internal and external stakeholders, including elected officials, executive management, and staff.

- **Work Plan and Schedule**

Realistic and well-structured schedule, with clear milestones, deliverables, and strategies for keeping the project on time and on budget. Capacity to begin work upon contract execution and maintain momentum throughout the project duration.

- **Quality and Completeness of Proposal**

Clarity, organization, and professionalism of the submitted proposal. Proposals should follow the specified format and provide all required information.

- **Cost Proposal**

Reasonableness of proposed costs relative to the scope of services and level of expertise. JCSD is seeking the best value, not necessarily the lowest bid.

- **References**

Strength of references from past clients, particularly those involving similar nature of work and/or studies for public entities.

B. NOTIFICATION OF UNSUCCESSFUL CONSULTANTS

Unsuccessful potential Consultants shall be notified as soon as possible by JCSD following the determination of the recommended Consultant ("Notification"). The determination is expected to be within 60 days after the proposal deadline. The final determination will likely require acceptance and approval by JCSD's Board of Directors.

C. PROTESTS

Proposers may file a "protest" with the District's General Manager. In order for a Proposer's protest to be considered valid, the protest must:

- A. Be filed in writing within five (5) calendar days after the Notification;
- B. Clearly identify the specific irregularity or accusation;
- C. Clearly identify the specific District determination or recommendation being protested;
- D. Specify in detail the grounds for protest and the facts supporting the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, the District may reject the protest without further review.

If the protest is timely and complies with the above requirements, the District's General Manager, or other designated District staff member, shall review the protest, any response from the challenged Bidder(s), and all other relevant information. The District General Manager, or other designated District staff member, will provide a written decision to the protestor.

The procedure and time limits set forth in this section are mandatory and are the sole and exclusive remedy with respect challenges to the award of a contract hereunder. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the subject matter, including filing a Government Code Claim or legal proceedings.

D. AWARD OF CONTRACT

- A. The District staff will review proposals. A "short list" of consultants meeting the desired criteria will be compiled.
- B. If the contract is awarded, the contract shall be awarded to the Consultant who proposes to do the work to the best advantage of the District. Proposals will be evaluated on the following criteria, not necessarily weighted in this order: responsiveness of the proposal; experience / past performance with other clients; qualifications; and cost. In awarding the Contract, the District will take into consideration the proposer's skill, facilities, capacity, experience, responsibility, previous work record, financial standing, the necessity of prompt and efficient completion of work described in the proposal documents, or other factors the District considers relevant. Inability of proposer to meet these conditions may be cause for rejection of the proposal. The District is not required to select the lowest monetary proposal.
- C. After the award of the contract, the successful Consultant has 10 business days to accomplish the following:
 - Submit proof that insurance required in the Agreement has been obtained. General insurance requirements include: Commercial General Liability, Automobile Liability, and Worker's Compensation and Professional Liability.
 - Submit proof that the Consultant is in possession of all licenses required to perform the contract.

- D. If the first-selected Consultant fails to accomplish the pre-contract requirements specified above, then a second–selected Consultant may be awarded the contract and be given 10 business days thereafter to accomplish the requirements set forth above.
- E. Upon the selected Consultant's satisfactory completion of the above requirements, the District will execute the contract with the selected Consultant. Consultant understands that the award of contract is subject to review and approval by the District's Board and nothing herein shall be interpreted to limit in any way the District's discretion in awarding the contract.
- F. The information provided on tables in Attachment B are intended to provide only an indication of the current status of the CFDs and other districts.

5. SCOPE OF WORK

The Project background and a Scope of Work for this RFP are provided in Attachment A.

6. LIST OF ATTACHMENTS AND REFERENCE DOCUMENTS

The following attachments are included in the RFP:

- Attachment A – Scope of Work
- Attachment B – JCSD CFD and LMD Listing
- Attachment C – JCSD Standard Professional Services Agreement

ATTACHMENT A

Scope of Work

Background

Jurupa Community Services District (JCSD) was established in 1956 to provide sewer service to the Jurupa area and began providing water service in 1966. Over the decades, JCSD has significantly expanded its service portfolio and geographic footprint. Today, JCSD serves more than 140,000 residents across over 40 square miles, including the entirety of the City of Eastvale and the majority of the City of Jurupa Valley. In addition to water and wastewater, JCSD now provides a wide range of services including parks and recreation, streetlight maintenance, graffiti abatement, and landscape maintenance.

Project Overview and Objectives

The District has formed multiple special tax and benefit assessment districts. The Community Facilities Districts (“CFDs”) were formed under the Mello-Roos Community Facilities Act of 1982. There are currently fifty-six (56) CFDs. Fifty (50) were formed to provide funds for the capital facilities and for ongoing park and landscape service, of which forty-six (46) have issued bonds. Six (6) CFDs are for park and landscape service only. Additionally, one CFD is in the formation process.

The District administers six (6) LMDs containing multiple zones for the purpose of levying assessments for the operation and maintenance of landscape and streetlighting. The Rates and Method of Apportionment for most District formed CFDs are posted to the District’s web site. Documents related to the LMDs will be made available.

Attachment B to this RFP contain tables providing a breakdown of information related to the CFDs and LMDs.

Best Best & Krieger acts as District Counsel and has acted as Bond Counsel for all bonds sold. Albert A. Webb & Associates has acted as special tax consultant and administrator for CFDs. Albert A. Webb & Associates has also assisted in formation and administration of all benefit assessment districts. Fieldman, Rolapp & Associates has acted as financial advisor on all CFD bond sales.

The selected Consultant will lead a process that includes advanced stakeholder engagement, brand perception analysis, research, visual identity review, and the development of strategic recommendations. Deliverables will include naming recommendations (if appropriate), sample logos or visual identity concepts, messaging frameworks, and an implementation roadmap. The project should be inclusive, research-driven, and actionable, supporting long-term brand clarity and public trust.

Scope of Work

The Consultant will be responsible for the following tasks:

TASK AREA	DESCRIPTION OF KEY TASKS	EXPECTED DATES PERFORMED
Research and Analysis		
Data Collection	Request key documents. Gather and research data necessary for the comprehensive administration services of each CFD.	Feb. thru June
Data Analysis	Review data and documents. Determine and collect additional information needed.	Feb. thru June
GIS Map Preparation	Generate audit maps that will depict the current year's levied properties within each CFD. Confirm accuracy in levy and identifying any parcel changes. Allow the District the ability to have access to and download GIS Information for import into the District's GIS database system.	May thru July
Annual Assessment Preparation		
Parcel Information Updates	Update and maintain current assessor's maps for all special district parcels. Ensure all building permit information is accurate and updated.	As needed
Budget Preparation and Review	Review current debt service schedule, request and analyze fund balances and administrative costs, determine budget increases/decreases/CPI adjustments and prepare annual budgets for District review and approval.	Feb. thru June
Board Meetings	Generate preliminary assessment rolls that are to be attached to the levy resolutions and ordinances for Board approval.	May thru July
Submit Annual Levy	Submit levy to the County Auditor-Controller's office in batches prior to the statutory deadline.	On or before August 10
Annual Levy Corrections	Correct and resubmit levy to the County Auditor-Controller's office prior to the statutory deadline.	On or before August 10
Delinquency Research, Analysis and Administration		
Delinquency Management	Review the collection of delinquent special taxes with respect to the foreclosure covenant and/or with the requirements of the bond issue for each district.	Semi-annual June 1 & Feb. 1
Delinquency History	Update delinquency history of the parcels located in each district based on payment information obtained from the County property tax system.	Monthly Updates
Delinquency Tracking and Reporting	Determine payment status of parcels with each District, following the December 10 and April 10 property tax installment due dates.	Semi-annual January & May
Removal from Rolls	Prepare correspondence to be forwarded by District to the Auditor-Controller's office for removal of special taxes.	As necessary
Foreclosure Coordination	Prepare documents to submit to the Board of Directors. Record notices to remove delinquent installments with exhibits. Prepare strip request for Auditor-Controllers office after/recording. Submit parcel information to foreclosure attorney.	As necessary
Annual Disclosure Requirements		
Regulatory Disclosure	Determine continuing disclosure requirement for each District. Prepare updates that comply with SEC rules and report to CDIAC.	Due annually October 30
Annual & Semi-Annual Disclosure	Prepare annual and semi-annual continuing disclosure reports in accordance with the Continuing Disclosure Agreement. Post reports to company web site. Transmit to District for review and submission to DAC and/or EMMA.	Annually before deadline

Other Items as Required		
Prepayment/ Partial Prepayment Calculations	Collect data required to calculate prepayment, verify paid/unpaid status, generate prepayment quote, determine use of proceeds, cause to be recorded a revised Notice of Special Tax Lien.	As necessary
District Formations	Formation of boundaries, mapping, documentation, public outreach and presentations, election proceedings, Proposition 218 compliance, special tax methodology.	
Bond Sales	Coordinate and analyze data with District staff, underwriter, bond counsel and general counsel to the District, financial advisor, appraiser, and market absorption consultant to generate an Official Statement in order to sell bonds for CFDs.	As necessary
Public Information Services	Field property owner calls regarding Special Districts.	Available year round

ATTACHMENT B

JURUPA COMMUNITY SERVICES DISTRICT
CFD Listing

CFD	Zone	No. of Parcels	Fiscal Year		Outstanding Bond Balance	Maturity Date	2019	2020	2023	2024	2025	Notes
			2025-26 Levy				JPFA Bonds	JPFA Bonds	JPFA Bonds	JPFA Bonds	JPFA Bonds	
CFD No. 2	DS ⁽¹⁾	2,853	\$	1,169,537.30	\$7,585,000	9/1/2032				Yes		
	OM ⁽²⁾	2,853	\$	906,854.58								
CFD No. 3	DS	395	\$	553,814.64	\$3,800,000	9/1/2033		Yes			Yes	
	OM	395	\$	193,060.20								
CFD No. 4	DS	590	\$	890,098.02	\$6,565,000	9/1/2034			Yes			
	OM	590	\$	373,021.60								
CFD No. 5	DS	187	\$	195,580.36	\$1,200,000	9/1/2032		Yes			Yes	
	OM	187	\$	41,854.34								
CFD No. 6	DS	157	\$	216,357.64	\$1,320,000	9/1/2032		Yes			Yes	
	OM	157	\$	74,257.86								
CFD No. 7	DS	422	\$	561,980.22	\$4,340,000	9/1/2035				Yes		
	OM	422	\$	261,572.48								
CFD No. 8	O	413	\$	61,338.76	N/A	N/A						O&M only
	A1	131	\$	19,456.12								
	A2	262	\$	77,855.92								
	A3	160	\$	57,734.40								
	A4	311	\$	52,801.58								
	A5	314	\$	39,978.48								
CFD No. 9	OM	300	\$	148,410.00	N/A	N/A						O&M only
CFD No. 10	DS	290	\$	407,408.92	\$2,765,000	9/1/2033		Yes			Yes	
	OM	290	\$	181,124.88								
CFD No. 11	DS	347	\$	640,323.76	\$4,995,000	9/1/2035				Yes		
	OM	347	\$	276,963.92								
CFD No. 12	DS	536	\$	765,187.30	\$5,980,000	9/1/2035				Yes		
	OM	536	\$	507,559.84								
CFD No. 13	OM	460	\$	266,662.00	N/A	N/A						O&M only
CFD No. 14	DS	373	\$	769,782.10	\$8,165,000	9/1/2037 9/1/2041	Yes - IA 2	Yes - IA 1			Yes - IA 1	
	OM	373	\$	347,862.86								
CFD No. 15	DS	315	\$	516,105.96	\$5,680,000	9/1/2042			Yes			
	OM	315	\$	290,990.70								
CFD No. 16	DS	309	\$	475,126.24	\$3,430,000	9/1/2034				Yes		
	OM	309	\$	280,275.36								
CFD No. 17	DS	457	\$	954,938.06	\$8,030,000	9/1/2036				Yes		
	OM	457	\$	439,634.00								
CFD No. 18	DS	432	\$	913,549.58	\$7,190,000	9/1/2036					Yes	
	OM	432	\$	369,317.78								
CFD No. 19	DS	672	\$	1,339,352.58	\$10,605,000	9/1/2036					Yes	
	OM	672	\$	633,507.84								
CFD No. 20	OM	82	\$	82,496.92	N/A	N/A						O&M only
CFD No. 21	DS	239	\$	533,074.28	\$4,445,000	9/1/2036				Yes		
	OM	239	\$	229,918.00								
CFD No. 22	DS	142	\$	207,187.32	\$2,195,000	9/1/2043					Yes	
	OM	142	\$	137,538.36								
CFD No. 23	DS	179	\$	281,364.52	\$3,335,000	9/1/2042	Yes					
	OM	179	\$	148,475.08								
CFD No. 24	DS	309	\$	616,850.40	\$6,805,000	9/1/2040		Yes			Yes	
	OM	309	\$	296,738.88								
CFD No. 25	DS	406	\$	770,034.32	\$7,495,000	9/1/2042				Yes		
	OM	406	\$	389,889.92								
CFD No. 26	DS	151	\$	286,003.86	\$3,760,000	9/1/2044						
	OM	151	\$	109,097.50								
CFD No. 27	DS	204	\$	449,836.04	\$5,655,000	9/1/2043	Yes					
	OM	204	\$	160,662.24								
CFD No. 28	DS	173	\$	349,524.64	\$4,405,000	9/1/2043	Yes					
	OM	173	\$	154,990.70								
CFD No. 29	DS	334	\$	713,088.70	\$7,755,000	9/1/2040		Yes			Yes	
	OM	334	\$	278,996.88								
CFD No. 30	DS	183	\$	403,789.42	\$3,565,000	9/1/2037				Yes		
	OM	183	\$	145,613.10								

CFD No. 31	DS	346	\$ 705,934.24	\$8,515,000	9/1/2042					
	OM	346	\$ 289,954.92							
CFD No. 32	DS	91	\$ 206,768.46	\$1,665,000	9/1/2036				Yes	
	OM	91	\$ 76,569.22							
CFD No. 33	DS	490	\$ 949,117.60	\$10,830,000	9/1/2043				Yes	
	OM	490	\$ 205,506.00							
CFD No. 34	DS	243	\$ 443,980.92	\$4,570,000	9/1/2040			Yes		
	OM	244	\$ 58,530.72							
CFD No. 35	DS	174	\$ 218,025.08	\$2,630,000	9/1/2042	Yes				
	OM	174	\$ 200,075.64							
CFD No. 36	DS	122	\$ 312,344.94	\$4,435,000	9/1/2047					
	OM	122	\$ 90,031.12							
CFD No. 37	DS	224	\$ 411,980.90	\$6,305,000	9/1/2046					
	OM	224	\$ 241,104.64							
CFD No. 38	DS	419	\$ 684,511.50	\$7,145,000	9/1/2040 9/1/2042			Yes - IA 2	Yes - IA 1	
	OM	419	\$ 430,022.68							
CFD No. 39	DS	326	\$ 682,456.90	\$7,290,000	9/1/2042					Yes
	OM	326	\$ 317,139.32							
CFD No. 40	OM	127	\$ 99,999.80	N/A	N/A					O&M only
	RFCWCWD	127	\$ 4,886.96							
CFD No. 42	DS	92	\$ 132,777.76	\$1,655,000	9/1/2044					
	OM	92	\$ 120,902.72							
CFD No. 43	DS	197	\$ 469,608.46	\$6,025,000	9/1/2045					
	OM	197	\$ 125,465.36							
CFD No. 44	OM	350	\$ 265,524.00	N/A	N/A					O&M only
CFD No. 45	DS	300	\$ 270,906.56	\$4,035,000	9/1/2049					
CFD No. 46	DS	464	\$ 401,714.30	\$5,665,000	9/1/2048					
CFD No. 47	DS	224	\$ 506,666.44	\$7,130,000	9/1/2047					
	OM	224	\$ 256,408.32							
CFD No. 48	DS	220	\$ 272,998.00	\$4,075,000	9/1/2048					
	OM	220	\$ 11,831.60							
CFD No. 51	DS	85	\$ 143,419.52	\$1,654,333	9/1/2042					Private Placement
CFD No. 52	DS	312	\$ 655,535.58	\$10,315,000	9/1/2050					
	OM	312	\$ 226,524.48							
CFD No. 53	DS	176	\$ 253,026.36	\$3,865,000	9/1/2050					
CFD No. 54	DS	243	\$ 444,249.52	\$7,080,000	9/1/2051					
	OM	243	\$ 135,210.06							
CFD No. 55	DS	79	\$ 227,991.80	\$3,480,000	9/1/2050					
	OM	79	\$ 65,576.32							
CFD No. 56	DS	107	\$ 262,752.04	\$3,875,000	9/1/2054					
CFD No. 57	DS	225	\$ 666,300.00	Not Yet Sold						
CFD No. 58	DS	50	\$ 179,175.00	Not Yet Sold						
CFD No. 59	DS	242	\$ 896,385.00	Not Yet Sold						
	OM	242	\$ 113,362.48							
CFD No. 61	DS		\$ -	Not Yet Sold						CFD formed, not levied yet
TOTALS		33,843	\$ 36,749,662.50	\$243,304,333						
Footnotes:										
(1)	DS indicates Special Tax Levy for Debt Service for issued bonds or amounts reserved for future capital facilities.									
(2)	OM indicates Special Tax Levy for Operation and Maintenance.									

JURUPA COMMUNITY SERVICES DISTRICT

Lighting Districts

LIGHTING DISTRICT		ZONE	NO. OF PARCELS	NOTES
Illumination District No. 2			6,106	
TOTAL			6,106	

LMD 91-1	1	35	
LMD 91-1	2	43	
TOTAL		78	

LMD 98-1	A	100	
LMD 98-1	B	65	
LMD 98-1	C	29	
LMD 98-1	D	286	
LMD 98-1	E	23	
LMD 98-1	F	83	
LMD 98-1	G	26	
LMD 98-1	H	14	
LMD 98-1	I	33	
LMD 98-1	J	31	
TOTAL		690	

LMD 2001-1	A	23	
LMD 2001-1	B	83	
LMD 2001-1	C	26	
LMD 2001-1	D	83	
LMD 2001-1	E	8	
LMD 2001-1	F	77	
LMD 2001-1	H	14	
LMD 2001-1	I	8	
LMD 2001-1	J	118	
LMD 2001-1	K	6	
LMD 2001-1	L	20	
LMD 2001-1	M	33	
LMD 2001-1	N	1	
LMD 2001-1	O	4	
LMD 2001-1	P	6	
LMD 2001-1	Q	80	
LMD 2001-1	R	31	
LMD 2001-1	T	18	
LMD 2001-1	U	8	
LMD 2001-1	X	14	
LMD 2001-1	Y	13	
LMD 2001-1	Z	161	
LMD 2001-1	BB	178	
LMD 2001-1	CC	192	
LMD 2001-1	EE	1	
LMD 2001-1	FF	1	

LIGHTING DISTRICT	ZONE	NO. OF PARCELS	NOTES
TOTAL		1,207	

LMD 2001-2	E	262	
LMD 2001-2	I	127	
LMD 2001-2	L	30	
TOTAL		419	

LMD 2003-1 (Comm)	A	25	
LMD 2003-1 (Comm)	B	11	
LMD 2003-1 (Comm)	C	30	
LMD 2003-1 (Comm)	D	38	
TOTAL		104	

ATTACHMENT C

JURUPA COMMUNITY SERVICES DISTRICT PROFESSIONAL SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this _____ day of _____, by and between the Jurupa Community Services District, an independent special district of the State of California with its principal place of business at 11201 Harrel Street, Jurupa Valley, California 91752 (“**District**”) and _____ with a place of business at _____ (“**Consultant**”). District and Consultant are sometimes individually referred to as “**Party**” and collectively as “**Parties**” in this Agreement.

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the District on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing the professional services described herein, is licensed in the State of California, and is familiar with the plans of District.

2.2 Project

District desires to engage Consultant to render such services for Community Facilities and other District Formation, Administration, Delinquency Management & Other Services (“**Project**”) as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Community Facilities and other District Formation, Administration, Delinquency Management & Other Services necessary for the Project (“**Services**”). The Services are more particularly described in Exhibit “A” attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules, and regulations.

3.1.2 Term. The term of this Agreement shall be from _____ to _____, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if 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 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" 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 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of District.

3.2.4 Substitution of Key Personnel. 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 District's Representative. The District hereby designates Steven Popelar, 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 Consultant's Representative. 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 Coordination of Services. 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 Period of Performance and Damages. 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 Exhibits "A" or "B" 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 Laws and Regulations; Employee/Labor Certifications. 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 Employment Eligibility; Subcontractors, Consultants, Sub-subcontractors and Subconsultants. 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, sub-subcontractors 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 Labor Certification. 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 Equal Opportunity Employment. 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 Accounting Records. 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 Time for Compliance. 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 Minimum Requirements. 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) Minimum Scope of Insurance. 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) Minimum Limits of Insurance. 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 Professional Liability. Errors and omissions coverage with limits of liability no less than \$1 million per occurrence.

3.2.12.4 Insurance Endorsements. 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) General Liability. 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) Automobile Liability. 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) Workers' Compensation and Employer's Liability Coverage. 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) All Coverages. 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 Separation of Insureds; No Special Limitations. 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 Deductibles and Self-Insurance Retentions. 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 Acceptability of Insurers. 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 Verification of Coverage. 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 Reporting of Claims. 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 Safety. 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 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" 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 Payment of Compensation. 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 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. 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 Grounds for Termination. 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 Effect of Termination. 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 Additional Services. 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 Subconsultants. 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 Indemnification. 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 Confidentiality. 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 Delivery of Notices. 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:

Consultant:

Attn: _____

District:

Jurupa Community Services District

11201 Harrel Street
Jurupa Valley, CA 91752
Attn: Steven Popelar

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 Scope of Indemnity. 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.

3.6.2.2 Indemnity Obligations. 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 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.5 District's Right to Employ Other Consultants. District reserves right to employ other consultants in connection with this Project.

3.6.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.7 Assignment or Transfer. 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 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.6.10 Waiver. 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 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.12 Invalidity; Severability. 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 Cooperation; Further Acts. 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 Attorney's Fees. 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 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.17 Counterparts. 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.

**JURUPA COMMUNITY SERVICES
DISTRICT**

CONSULTANT

By: _____
Chris Berch
General Manager

By: _____
Signature

Name (Print)

Title (Print)

ATTEST:

By: _____
Signature

Maria E. Ayala
Board and Executive Services Director

Name (Print)

Title (Print)

EXHIBIT “A”
SCOPE OF SERVICES

EXHIBIT “B”
SCHEDULE OF SERVICES

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**EXHIBIT “C”
COMPENSATION**