



Request for Proposals (RFP)

Perris Homeless Services Program

The City of Perris Housing Authority is pleased to announce the solicitation of proposal from responders to operate its Perris Homeless Services Program to assist persons experiencing or at risk of homelessness in Perris during the period of July 1, 2022, through June 30, 2024 (24 months).

| | |
|-----------------------|-------------------------|
| Release Date: | April 27, 2022 |
| RFP Questions End: | May 11, 2022, 5:00 P.M. |
| Posting of all Q&A's: | May 12, 2022, 5:00 P.M. |
| Due Date: | May 18, 2022, 5:00 P.M. |

Written questions about the RFP can be submitted to scortes-depavon@cityofperris.org by 5:00 p.m. May 11, 2022, and must include "Perris Homeless Services RFP" in the subject line to be considered. Telephone calls pertaining to RFP questions will not be accepted or returned.

No late, incomplete, faxed, emailed or mailed applications will be accepted. All applications must be hand delivered by the due date and time to:

City of Perris City Hall- City Clerk Office
101 North D. Street
Perris, CA 92570
Attn: Judy Haughney, Assistant City Clerk

Thank you in advance for your efforts in preparing your response.

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RFP TIMELINE

| | |
|--|---|
| Request for Proposal Announced | Wednesday, April 27, 2022 |
| Final date questions will be accepted | Wednesday, May 11, 2022, 5:00 P.M. Submit electronically to Scortes-depavon@cityofperris.org |
| Questions and Answers published | Thursday, May 12, 2022, 5:00 P.M. |
| RFP Submission Deadline <i>No responses will be accepted after this date and time.</i> | Wednesday, May 18, 2022, 5:00 P.M. Submit electronically to Scortes-depavon@cityofperris.org |
| Notification of Awards | Wednesday, June 1, 2022 |
| Anticipated date contract to start | Friday, July 1, 2022 |

STATEMENT OF SERVICES

1. Introduction

The City of Perris Housing Authority (City) is seeking proposals from qualified organizations to participate as contractors for the Perris Homeless Services Program to assist persons experiencing or at risk of homelessness in Perris. Through this Request for Proposals (RFP), the City intends to identify a subject matter expert (Contractor) who will work towards building a coordinated homeless services system with the capacity to:

- Quickly identify and engage people at risk of experiencing homelessness or currently experiencing homelessness.
- Intervene to prevent the loss of housing and diverting people from entering the homelessness services system.
- Provide immediate access to shelter and crisis services, without barriers to entry, while permanent stable housing and appropriate supports are being secured.
- When homelessness does occur, quickly connect people to housing assistance and services—tailored to their unique needs and strengths—to help them achieve and maintain stable housing.

The interventions to be funded using former Redevelopment funds as authorized by Resolution Number 4472 have been prioritized by the Homelessness Subcommittee and include outreach and engagement, shelter service, prevention, housing navigation (temporary, rapid, & permanent), and case management. The Perris Homeless Services Program is designed to identify sheltered and unsheltered persons experiencing homelessness, as well as those at risk of homelessness, and provide services necessary to help those persons to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness.

Responders to this RFP must submit a proposal that includes their experience providing homeless service interventions for the target population, a description of their organizational capacity, an outline of service delivery including staffing and mode of delivery, a timeframe for operation, and a budget and budget justification, including appendices with agency/organization profiles and resumes/job descriptions. The agency/organization profile should be a description of the applicant agency's TIN/EIN, contact information, brief history, mission/vision/values, management structure/org chart, and overview of existing programs (including locations). In addition to the agency/organization profile, appendices should also include resume(s) and/or job descriptions for staff proposed to provide supportive services, and copies of applicable policies and procedures. All agencies/organizations must not have any exclusions (suspended or debarred) through the System for Award Management (SAM.gov).

Any contract awarded will be based upon the quality of the characteristics and qualifications of the responder agency/organization, proposed program design, implementation, and budget justification. Depending on the number and qualifications of responders, the City may, after receiving approval from the Housing Manager, move directly to a contract negotiation phase with the selected responder.

2. Eligibility Requirements

To be eligible, responders must meet the following conditions:

- a) Must be a non-profit organization;
- b) Have at least three years of experience providing homeless services or limit to the same or similar services for the last 36 months;
- c) Have a Dun and Bradstreet Universal Numbering System (DUNS) number;
- d) Responder, its officers, and employees are not currently debarred or suspended from doing business with the Federal Government, State of California, or a local government; and

- e) Does not have unresolved current or past contract noncompliance, non-performance, suspension, termination, or other adverse audit finding with one or more funders in the past five (5) years.

3. Terms

The contract term is for 24-months with an option to extend at the discretion of the City Manager based on City needs and performance, starting July 1, 2022, or upon contract execution, to June 30, 2024. The City reserves the option to amend subcontracts awarded through this RFP at an equal, lesser, or greater amount contingent upon satisfactory performance, availability of funds, demonstrated need, and project outcomes.

4. Program Performance Goals

The City of Perris Housing Authority intends to continue partnering with the Riverside County CoC and the community in improving system performance measures emphasized by HUD. Given this, all proposals should address the alignment of proposed programs with at least one of the following system performance goals:

- Reduce the number of persons who become homeless
- Reduce the length of time persons remain homeless
- Increase successful placement in permanent housing
- Reduce recurrence to homelessness after placement in permanent housing
- End all veteran and chronic homelessness

5. Program Description

The purpose of this RFP is to enter into an agreement with a Contractor to identify sheltered and unsheltered persons experiencing homelessness, as well as those at risk of homelessness, and provide services necessary to help those persons to quickly regain stability in permanent housing after experiencing a housing crisis and/or homelessness. The services provided by Contractor will support Perris' goal to assist persons experiencing or at risk of homelessness.

A. Definitions

Utilizing HUD's definition:

Homeless

- i. Primary nighttime residence that is public or private place not meant for human habitation (living in a vehicle, a camp, abandoned structure, or on the street);
- ii. Living in a publicly or privately operated shelter (including congregate shelters, transitional housing, emergency shelter, and hotel/motel paid by another entity);
- iii. Exiting an institution where (s)he has resided for less than 90 days and how resided in a shelter or place not meant for human habitation immediately prior to entering that institution (includes jail, prison, hospital or rehab facility for 90 days or less).

Imminent risk of being homeless

- i. Residence will be lost within 14 days of application for assistance
- ii. No subsequent residence has been identified
- iii. Individual or family lacks the resources or support networks needed to obtain other permanent housing.

Chronic Homeless

- i. Must have a qualifying disability- long term (diagnosable substance use disorder, serious mental illness, developmental disability, PTSD, cognitive impairment resulting from brain injuries or a chronic physical illness or disability).
- ii. Living in a place not meant for human habitation or emergency shelter
- iii. Has been homeless for a year or has experienced four episodes of experiencing homelessness in the past three years, adding up to one year.

What is an “episode” or “occurrence” of homelessness? Episodes are separated by a break of at least seven nights.

Fleeing/Attempting to Flee Domestic Violence

- i. Is fleeing or attempting to flee their housing or the place they are staying because of domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions related to violence that has taken place in the house or has made them afraid to return to the house, including:
 - Trading sex for housing
 - Trafficking
 - Physical Abuse
 - Violence (or perceived threat of violence) because of the youth’s sexual orientation
- ii. Has no other residence; and
- iii. Lacks the resources or support networks to obtain other permanent housing.

B. Services and Activities

1. Outreach & Engagement

Responders are encouraged to propose outreach programs that thoughtfully and respectfully engage homeless individuals and assess them, connect clients with emergency shelter, housing, and other critical services, and includes prevention and diversion components. Outreach and engagement activities shall only be conducted within the incorporated city of Perris limits to include:

- a) Engage homeless individuals on the street, near abandoned buildings, cars/vans/RVs, encampment areas, and anchor-outs. This will be done independently and in coordination with the City’s Housing Authority, Code Enforcement, Riverside County Sheriff special operations teams: Homeless Outreach Team (HOT), Problem Oriented Policing (POP) team.
- b) Complete the Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT)
- c) Enter person’s information into Coordinated Entry System (CES) and the Homeless Management Information System (HMIS)
- d) Link individuals to housing network to explore housing options
- e) Help individuals to acquire paperwork and documents needed
- f) Obtain/complete verification of homelessness
- g) Entitlement and benefits application and assistance
 - i. Obtaining Medi-Cal
 - ii. General Relief or CalFresh
 - iii. Cash Assistance Program for Immigrants (CAPI)
 - iv. Welfare-to-Work
- h) Make spontaneous and regularly scheduled drop-ins at local shelters, encampments, hotel/motels for voucher participants, etc.
- i) Flexible and innovative housing solutions (i.e. diversion, family reunification)
- j) Link individuals to resources in the community and provide a warm hand-off to service providers
- k) Support individuals in their interactions with other service providers
- l) Provide or arrange for transportation to services appointments
- m) Purchases for clients that promote housing and engagement
- n) Assist in increasing income
 - i. Referrals to employment
 - ii. Linkage to provider to assist in obtaining Social Security Disability Income

- o) Provide field-based psychoeducation, system navigation training, health navigation training, and other types of individual and community education as needed
- p) Participate and coordinate the logistics of the 2023 and 2024 Point in Time (PIT) count with City Housing, Code Enforcement staff, and Riverside County Sheriff's Homeless Outreach Team (HOT) to include:
 - i. Identification of homeless encampments within the Perris incorporated city limits
 - ii. Conduct the "soft count" as instructed by the CoC
 - iii. Create map of city identifying encampment locations to utilize for the count and submit to the CoC as requested
 - iv. Create teams of City staff, Sheriff Deputies, community volunteers, and their own staff to conduct the count.
 - v. Provide volunteer training in preparation for the count.

2. Case Management

- a) Individual Service and Support Plan development
- b) Coordination with medical, dental, and mental health providers
- c) Coaching and Crisis intervention
- d) Transportation to appointments
- e) Independent living skills coaching
- f) Linkages to education, job skills training, and employment or assist with acquiring benefits
- g) Prevention services. Prevention refers to supports for individuals or households at imminent risk of homelessness. Homelessness prevention programs are intended to quickly support people who are at imminent risk of homelessness by helping them quickly regain stability in their current housing. Prevention activities include housing relocation and stabilization services and short- and/or medium-term rental assistance necessary to prevent an individual or family from becoming homeless

3. Housing Navigation

- a) Seek to move homeless individuals off the streets into shelters, hotels, transitional or bridge housing
- b) Develop a housing plan with each homeless individual
- c) Identify barriers to housing and plan to address them
- d) Help individuals to acquire paperwork and documents needed for housing
- e) Arrange for and accompany individual/family through housing process
- f) Complete applications to landlords
- g) Complete subsidy applications and recertifications
- h) Offer assistance to tenants in requesting and obtaining a reasonable accommodation
- i) Provide/Arrange for security deposits
- j) Assist tenant with move in once housing is obtained
- k) Acquire basic necessities
- l) Arrange for utility deposits
- m) Advocating with Property Management and other services providers

4. Administrative Requirements and Supplemental Programs

- a) Work with City staff to apply for additional funding
- b) Administer homeless services programming funded from local, county, state, and federal funding awarded. City will take into account Responder's capacity to administer programming.
- c) Attend the following meetings as requested:
 - i. City Council
 - ii. Homelessness Subcommittee

- iii. Continuum of Care (CoC) and Board of Governance (BOG)
- iv. Administrative Meetings

PROGRAM REQUIREMENTS

1. Budget Requirements

Responders are required to submit a competitive 24-month budget as part of the RFP submission. If the applicant has a federally recognized indirect cost rate negotiated between the applicant and the Federal government, it must include documentation of certification of this negotiated rate, if applicant elects to include indirect costs in its budget. If no such rate exists, the responder may use a 10% de minimis indirect cost rate in its budget if it elects to.

2. Matching Requirement

There is no matching requirement under this RFP.

3. Proposed Staffing

Staffing capacity considerations should include administrative functions.

- A. Dedicated Outreach Manager (1 FTE)
- B. Dedicated Outreach Worker (4 FTE)
- C. Professional Development and Training

Contractor will ensure its staff has an understanding of the following evidence-based practices and services:

- 1. Housing First
- 2. Motivational Interviewing
- 3. Trauma Informed Care Practices
- 4. Cultural Competency/Humility
- 5. Knowledge of area homeless network services

- D. Staff Hours and Coverage

Services must be provided a minimum of 40 hours Monday – Friday. Preferred minimum of 4 standby hours on weekends. NOTE: check scoring rubric for weekend hour bonus points.

4. Verification of Homelessness or At-Risk of Homelessness

Verification of homelessness will be required for all individuals assisted. Self-certification of homelessness will only be accepted as a last resort and must be corroborated by other public agencies such as law enforcement, the Department of Public Social Services, recognized soup kitchen/food pantry, medical provider, Veterans Services, Department of Mental Health, Public Health, HIV/AIDS provider, etc.

5. Program Participation Eligibility

Program funds must be used for the sole benefit of homeless persons or persons at-risk of being homeless in the city of Perris (incorporated limits). Contractor is required to ensure that all program participants meet the eligibility requirements. All program participants must meet at least one of the definitions of homeless as outlined in Section 4A of this RFP.

6. Confidentiality

Under this RFP, the awarded contractor must develop and implement procedures to ensure all records containing personally identifying information (as defined in HUD's standards for participation, data collection, and reporting in a local HMIS) of any individual or family who received program assistance will be kept secure and confidential.

7. Housing First

The Contractor shall adhere to Housing First principles. Housing First is a model of housing assistance that prioritizes rapid placement and stabilization in permanent housing and does not have service

participation requirements or preconditions such as sobriety or a minimum income threshold. Projects using a Housing First approach often offer supportive services to maximize housing stability and prevent returns to homelessness; however, participation in these services is based on the needs and desires of program participants.

8. Partnerships and Collaboration/Improved Coordination of Services

A systemic response to homelessness involves more than having quality individual programs and projects available. Essential to success is an easily accessible, clear and well-coordinated system of services. The City encourages partnerships and collaborations that contribute to increasing access to services (expanding hours, adding locations, etc.), strengthening culturally competent services, and improving housing outcomes. Partnerships should reflect strategic and equitable allocations of funding, a focus on strengthening the capacity of partners, a commitment to collecting and using data, and leveraging of investments from other public and private organizations.

The Contractor must coordinate and integrate, to the maximum extent practicable, program activities with other programs targeted to people experiencing homelessness in Perris. This includes but is not limited to mainstream benefits, housing, health, social services, employment, education, and youth programs for which individuals and families experiencing or at-risk of homelessness may be eligible.

The Contractor must also assist each program participant, as needed, to obtain:

- A. Appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, linkage to mainstream benefits and other services essential for achieving independent living; and
- B. Other Federal, State, local, and private assistance available to assist the program participant in obtaining housing stability.

9. Coordinated Entry System (CES)

The Contractor shall work in collaboration with the Riverside County Continuum of Care (CoC), including the Coordinated Entry System HomeConnect to ensure that persons experiencing homelessness will have access to the same resources, referrals, and assessment and prioritization process. The Contractor will participate in the CoC's CES intake process, which includes direct service for and referrals to appropriate homeless programs, prevention and diversion, mainstream resources, and housing.

10. Riverside County Continuum of Care (COC)

The Contractor will participate in CoC meetings, any relevant subcommittees, training opportunities, and technical assistance that support quality service delivery within the system of care. See the 2022 COC Meeting Calendar in the appendix.

11. Homeless Management Information System (HMIS) Participation

At minimum, Contractors will be expected to collect and timely document participant data and services delivered into HMIS. Contractors will be required to provide the city with data from HMIS as requested.

12. Best Practices and Demonstrated Success

Proposals should be designed to assist families, individuals, youth, and young adults to obtain and/or maintain stable permanent housing and should reflect best practices. Data analysis and project evaluation should be included in the project design to improve performance and ensure that outcomes will be achieved.

13. Reporting

The Contractor must be able to collect and report participant-level demographic and service data as described in any resulting contract and submit monthly performance and data reports. This includes outputs and outcomes and information on the number and demographics of participants served to date. Agencies must implement policies and procedures to ensure privacy and confidentiality of participant records for both paper files and electronic databases. Reports will be submitted on a monthly basis and

will follow the invoicing activity period schedule. Invoicing and reporting timeline is subject to change depending on supplemental funding requirements.

14. Invoices

The contractor will be required to submit monthly invoices to the City Housing Authority in accordance with the Reimbursement Schedule below. Invoices must detail the services rendered for the month and shall be supported by source documentation including but not limited to timecards, vendor invoices, receipts, etc. The City shall issue payment no later than forty-five (45) calendar days after the receipt of the correctly completed invoice.

| ACTIVITY PERIOD | DUE NO LATER THAN |
|--|--------------------------|
| July 1, 2022, to July 31, 2022 | August 15, 2022 |
| August 1, 2022, to August 31, 2022 | September 12, 2022 |
| September 1, 2022, to September 30, 2022 | October 10, 2022 |
| October 1, 2022, to October 31, 2022 | November 14, 2022 |
| November 1, 2022, to November 30, 2022 | December 12, 2022 |
| December 1, 2022, to December 31, 2022 | January 16, 2023 |
| January 1, 2023, to January 31, 2023 | February 13, 2023 |
| February 1, 2023, to February 28, 2023 | March 13, 2023 |
| March 1, 2023, to March 31, 2023 | April 10, 2023 |
| April 1, 2023, to April 30, 2023 | May 15, 2023 |
| May 1, 2023, to May 31, 2023 | June 12, 2023 |
| June 1, 2023, to June 30, 2023 | July 28, 2023 |

Invoicing and reporting timeline is subject to change depending on supplemental funding requirements.

EVALUATION

After the responses are received and opened, the City shall review and evaluate all submissions for responsiveness to the Request for Proposals in order to determine whether the Responder possesses the qualifications necessary for satisfactory performance. The City reserves the right to reject any or all statements, and to waive any irregularity. The award of the Contract, if made by the City, will be based upon a total review and analysis of each response. The City may also investigate qualifications of all Responders to whom the award is contemplated, and may request clarifications of statements directly from one or more Responder.

| SCORING CATEGORY | MAXIMUM POINTS |
|---|----------------|
| <p>Qualifications And Experience</p> <ul style="list-style-type: none"> ➤ The responder's experience and capacity in providing similar services, the length and type of experience it has working with the homeless, the quality of programs/services it provides, experience with similar services, experience working with local homeless services agencies, and the experience of key staff. ➤ The responder's organizational capacity and sustainability to adequately serve the target population and address the requirements set out in the RFP. ➤ Ability to work successfully in racially/ethnically diverse settings and/or to collaborate with agencies with such experience. Bilingual service capacity is desired. The ability to work successfully with individuals of diverse sexual orientations and gender identities, and to collaborate with agencies with such experience. | 30 |
| <p>Technical Review</p> <ul style="list-style-type: none"> ➤ A program implementation plan that includes details of service delivery, service delivery model, hours of operation, and aftercare services and supports. Responders must indicate whether they have site control of the location where services are to be provided (as applicable), or otherwise describe how a location will be leveraged or secured by the time the project begins. ➤ The extent to which the responder proposes to improve the current homeless services system. ➤ The responder's ability to focus on long-term sustainable results. ➤ The extent to which the responder addresses the fundamental underlying issues of homelessness rather than only addressing its symptoms. ➤ The extent to which measurable outcomes will be tracked and reported. ➤ The extent to which the responder conforms to California's Housing First policy and practices housing first policies. Housing First practices include rapid placement and stabilization for housing permanency and does not have service participation requirements or preconditions. | 25 |
| <p>Budget</p> <ul style="list-style-type: none"> ➤ Responders are required to submit a competitive budget for a twenty-four-month contract term which will allow them to operate at an optimal level. ➤ The responders proposed budget costs are adequate and realistic to complete the project. ➤ Include a budget justification for each item, to explain how the number of hours for each personnel line item was determined, how operating costs were determined, and how administrative costs were determined. | 30 |
| <p>References</p> <p>The responder's ability to demonstrate satisfactory performance of similar work, work product, and demonstrated knowledge and expertise. Provide a minimum of three (3) references</p> | 15 |
| <p>Bonus Points</p> <ul style="list-style-type: none"> ➤ Responder provides after hour weekday services (3) ➤ Responder provides 4 hours of weekend services (2) ➤ Responder provides over 4 hours of weekend services (5) | 10 |

PROPOSAL SUBMISSION AND FORMATTING

Agencies responding to this RFP must complete the attached funding application.

1. Application Sections

| | |
|------------|---|
| Section 1 | Application Cover Sheet |
| Section 2 | Agency Information |
| Section 3A | Organizational Capacity and Experience Narrative |
| Section 3B | Organizational Capacity and Experience Supplemental Questions |
| Section 4A | Project Description and Design Narrative |
| Section 4B | Project Description and Design Supplemental Questions |
| Section 5 | Coordination and Collaboration |
| Section 6 | Performance Narrative |
| Table 6 | Past Performance |
| Section 7 | Budget and Financial Stability |
| Section 8 | Attachments |

2. Formatting

The following formatting components are required, should follow the outline and be easy to read with clearly distinguishable paragraphs. Do not utilize any additional CAPITALIZATION, **bolding**, *italicizing*, **highlighting** or underlining in the narrative text.

- A. Written in Times New Roman or Ariel in size 12 font
- B. Single-spaced pages
- C. Margins 1 inch on all sides
- D. All pages consecutively numbered
- E. Attachments must be clearly labeled
- F. Include the agency name, project name (Perris Homeless Services Program), and page number in the footer at the bottom right-hand corner of each page.
- G. Proposal should follow the RFP outline and be packaged in the order of the checklist sheet
- H. Narratives that pass the stated page limit for each section will not be read. Requested attachments and budget sheets are not included in the page limit.

Submission of an application shall constitute acknowledgment and acceptance of all terms and conditions contained herein. The application must be submitted in the legal name of the applicant organization. Applications must be signed by an authorized representative of the organization that has legal authority to enter into a contract with the City of Perris.

3. Technical Assistance Questions and Answers

The City of Perris Housing Authority will provide general technical assistance starting from the release of the RFP through 5:00 P.M. on May 11, 2022. All technical inquiries must be submitted in writing via email to scortes-depavon@cityofperris.org and must include "Perris Homeless Services RFP" in the subject line to be considered. Telephone calls pertaining to RFP questions will not be accepted or returned. All questions and answers will posted by 5:00 P.M. on May 3, 2022 to the City of Perris website Housing Authority page located at <https://www.cityofperris.org/departments/housing-authority>.

Responders should check the City webpage for additional notifications and addendums to the RFP.

PROPOSAL COVER SHEET



**Perris Homeless Services Program
Proposal**

| | |
|---------------------------------|--|
| Name of Responder Agency | |
| Address | |
| Contact Name | |
| Title of Contact Person | |
| Phone | |
| Email | |
| Total Amount of Proposal | |

Responder Agency Signature: _____

Type Name & Title: _____

Date: _____

CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

[REPLACE THIS LINE WITH DESCRIPTION OF SERVICES]

This Contract Services Agreement ("Agreement") is made and entered into this ___ day of _____, 20___, by and between the City of Perris, a municipal corporation ("City"), and _____, a [INSERT TYPE OF ENTITY, e.g., California Corporation] ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ dollars (\$_____) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid upon receipt of an invoice, in a form approved by the City Manager, describing the services performed.

3.0 COORDINATION OF WORK

3.1 Representative of Consultant. [INSERT NAME OF REPRESENTATIVE] is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

3.2 Contract Officer. The City's City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith ("Contract Officer"). The City may designate another Contract Officer by providing written notice to Consultant.

3.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

3.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth on *Exhibit "A"*. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City.

4.0 INSURANCE AND INDEMNIFICATION

4.1 Insurance. Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than \$1,000,00.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than \$1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.

(d) Professional Liability or Error and Omissions Insurance. A policy of errors and omissions insurance in an amount not less than \$1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 4.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

4.2 Indemnification.

(a) Indemnity for Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless City and the City's Parties from and against any and all losses, liabilities, damages, costs and expenses, including attorneys' fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees of subcontractors (or any entity or individual for which Consultant shall bear legal liability) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability

(including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until [INSERT DATE].

5.2 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of the notice of termination, the Consultant shall immediately cease all work or services hereunder except as may be specifically approved by the Contract Officer. In the event of termination by the City, Consultant shall be entitled to compensation for all services rendered prior to the effectiveness of the notice of termination and for such additional services specifically authorized by the Contract Officer and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

6.0 MISCELLANEOUS

6.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through it, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin or ancestry.

6.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to

the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

6.5 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

6.7 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

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

6.9 Attorneys' Fees. If either party to this Agreement is required to initiate, defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Michael M. Vargas, Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"CONSULTANT"
INSERT COMPANY HERE, a [insert form of
company here]

By: _____
Signature

Print Name and Title

(Corporations require two signatures; *one from each* of the following: A. Chairman of Board, President, any Vice President; *AND B.* Secretary, Assistant Secretary, Treasurer, Assistant Treasurer, or Chief Financial Officer.)

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

[Insert or Attach]

EXHIBIT "B"

SPECIAL REQUIREMENTS

[Insert or Attach]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

[Insert or Attach]