Request for Proposals
City of Glendora
General Plan Housing Element Update

The City of Glendora is requesting proposals for professional planning services from qualified consultants to prepare an update of its General Plan Housing Element for the planning period of January 1, 2014 to October 1, 2021. The selected consultant will review and revise the existing Housing Element to reflect current housing conditions, City policies and objectives, and to meet the City's required housing allocation under the Regional Housing Needs Assessment (RHNA).

TENTATIVE SCHEDULE

- RFP release: September 7, 2012
- Proposals due: October 5, 2012
- Selection of consultant: October 2012
- Contract negotiation and approval: November 2012
- Notice to proceed: December 2012

PROPOSAL SUBMISSION

Four hard copies and one electronic copy (in pdf format) of the proposal must be received no later than **5:00 p.m. on Friday, October 5, 2012**. Proposals must be submitted to:

Michael Forbes, City Planner
City of Glendora
Planning Department
116 E. Foothill Boulevard
Glendora, California 91741

CONTACT

Please direct any questions or concerns to Michael Forbes, City Planner, at mforbes@ci.glendora.ca.us or (626) 914-8217.

BACKGROUND

The City of Glendora is located where the 210 and 57 Freeways meet in the east San Gabriel Valley, about 15 miles east of Pasadena and 28 miles northeast of downtown Los Angeles. Glendora is approximately 19.5 square miles in area with a population of about 50,000 people. Glendora is a bedroom community, with most of the land area devoted to residential development, as well as a large area of hillside open space. Nearly 75% of the city's housing stock is detached single family homes. The city is built-out, with only a handful of vacant properties remaining for infill development. The majority of new housing development will result from the recycling of previously developed properties. The General Plan and Zoning Ordinance identify the Route 66 corridor as the primary location for additional residential development, in the form of higher density multifamily and mixed-use development. The downtown area has also been identified as having opportunities for additional multifamily and mixed-use projects.

STATUS OF CURRENT HOUSING ELEMENT

The existing Housing Element was adopted and certified by the Department of Housing and Community Development (HCD) in August 2009. The document is available on online at

http://www.ci.glendora.ca.us/Modules/ShowDocument.aspx?documentid=4570. The City has completed the Housing Element programs related to updates to the Zoning Ordinance. Several Housing Element programs were reliant upon funding sources that will not be available during the next planning period due to the dissolution of the Redevelopment Agency. This will need to be addressed in the Housing Element update.

SCHEDULE

The City anticipates receiving its final RHNA allocation for the fifth Housing Element cycle by October 2012. The updated Housing Element must be certified by HCD by October 2013. The City of Glendora wishes to complete the update as quickly as possible, and well before the October 2013 deadline if possible. City staff anticipates that the scope of changes from the existing Housing Element will be relatively minimal.

SCOPE OF WORK

Proposals must address the following tasks to be completed by the consultant.

Task 1: Housing Element Assessment

1.1 Document Review: The consultant will review all applicable City, regional, and State documents pertaining to the Housing Element update, including but limited to the General Plan, Municipal Code, Affordable Housing Plan, Consolidated Plan, building permit data, and any other City housing policies, programs, and codes. The consultant will be responsible for identifying and resolving any information gaps.

1.2 Evaluate the Current Housing Element: The consultant will review and evaluate the current Housing Element and its programs, including:

- Evaluate the status, effectiveness, and appropriateness of the current housing policy program and identify any barriers to implementation
- Compare identified goals from the adopted Housing Element to actual accomplishments during the plan period
- Evaluate the existing Housing Element in relation to current State housing laws and identify any omissions or deficiencies
- Prepare a Housing Element assessment memo summarizing the results from this analysis and recommending specific changes to be incorporated into the Housing Element update
- Considering the findings of the Housing Element assessment memo, prepare a detailed outline for the Housing Element update

Deliverables:

- One electronic copy (in pdf format) of the Housing Element assessment memo
- One electronic copy (in pdf format) of the Housing Element update outline

Task 2: Prepare Housing Element Components

The consultant will prepare the components of a draft Housing Element that addresses the requirements of State law. In preparing the Housing Element update, the consultant will proactively identify issues, immediately bring those issues to the attention of City staff, identify potential solutions, and coordinate with City staff as to the best course of action. The consultant will regularly communicate and meet with City staff as necessary to resolve issues.

2.1 Needs Analysis: The consultant will complete a housing assessment and needs analysis pursuant to Government Code Section 65583(a) and SB 375. The consultant will obtain and analyze demographic, economic, and housing data for the City and develop a housing needs assessment using State-approved criteria. The assessment will include but is not limited to:

- Population, demographic, and employment trends with the accompanying analysis of the existing and projected share of regional housing needs for all income levels
- Housing cost, affordability, housing characteristics, housing stock, and market conditions (including overcrowding and overpayment)
- Housing stock characteristics, including at-risk units and vacant and underutilized land
- Potential for increased residential development under existing zoning requirements and General Plan policies
- Special housing needs (e.g. large families, seniors, homeless, etc.)

2.2 Housing Resources and Opportunities: The consultant will identify housing resources, including programmatic, physical, and financial. In addition, the consultant will prepare an "adequate sites analysis" showing the relationship between the City's RHNA allocation and the dwelling unit capacity and availability of potential housing sites based on zoning and General Plan policies, requirements, and limitations. The analysis will evaluate and include:

- Funding resources
- Regulatory incentives for housing
- Opportunities for energy conservation for residential development
- Existing assisted housing developments that are eligible to change designation from low-income housing during the Housing Element planning period
- An inventory of vacant and/or underdeveloped land and its suitability for housing development

2.3 Housing Constraints: The consultant will identify potential and actual governmental and non-governmental constraints to housing production. These may include but are not limited to land use controls (including code requirements, permitting fees, and permitting processes), physical/environmental constraints, infrastructure, financial, and market constraints. Where constraints exist, the consultant will identify and develop housing programs to remove the constraints where feasible.

2.4 Housing Policy Program and Quantified Objectives: The consultant will build upon the existing Housing Element policy program and the needs and constraints analysis to formulate a housing policy program and implementation plan. This task includes preparation of a "Review of Past Performance" analysis and will build upon the analysis of the previous Housing Element's policy program described in Task 1.2. The Plan must include appropriate housing goals, policies, and quantified objectives relative to the production, conservation, maintenance, preservation, and improvement of housing. The policy program will be specific, practical, and tailored to the unique needs and challenges of the City. The policy program will also satisfy the requirements of Housing Element law including:

- Ensuring that housing opportunities are available for all persons in the City
- Preserving and improving the existing stock of affordable housing, including assisted housing developments
- Facilitating development of adequate housing to meet RHNA goals and the needs of extremely low, very low, low, and moderate income households

- Removing any governmental constraints to housing production, improvement and/or maintenance, including barriers to persons with disabilities
- Ensuring consistency with other General Plan elements and community goals

2.5 Implementation Program: The consultant will propose an implementation program including monitoring procedures and milestones for assessment purposes.

Task 3: Public Review Draft Housing Element
The consultant will prepare a Screencheck Draft and Public Review Draft Housing Element using the components identified in Task 2. The consultant will prepare the HCD transmittal letter for the Public Review Draft.

3.1 Screencheck Draft: The consultant will prepare a Screencheck Draft Housing Element and submit to the City for review. The Screencheck Draft will be a complete draft and include all required components of a Housing Element as described in Task 2, and will include all tables, maps, and graphics.

Deliverables:
- One electronic copy (in native file format and pdf format) of the Screencheck Draft Housing Element for City review and comment

3.2 Public Review Draft: The consultant will prepare a Public Review Draft Housing Element based on City staff's comments on the Screencheck Draft. City staff will provide the consultant with comments on the Screencheck Draft within 14 calendar days for preparation of the Public Review Draft. The consultant will resolve any issues and make requested revisions to the Screencheck Draft to the satisfaction of City staff.

Deliverables:
- One electronic copy (in native file format and pdf format) and 20 hardcopies of the Public Review Draft Housing Element

3.3 HCD Submittal: The consultant will prepare a transmittal letter to HCD detailing how the Housing Element meets State requirements. The consultant will submit the transmittal letter and Public Review Draft Housing Element to HCD for review and comment.

Deliverables:
- One electronic copy (in native file format and pdf format) and one hardcopy of the transmittal letter to HCD detailing how the Housing Element meets Housing Element law requirements

Task 4: CEQA Compliance
The consultant will prepare and process the required environmental documents pursuant to the California Environmental Quality Act (CEQA). The City anticipates preparation of a Negative Declaration or Mitigated Negative Declaration for the Housing Element update. The final determination for the appropriate environmental documentation will be made by City staff based on the recommendation of the consultant, the details of the Housing Element policy program, and the technical analysis of project impacts.

This task includes: 1) data gathering and coordination with public agencies if needed, 2) technical analysis and technical studies if needed, 3) public notices, and 4) preparation of a screencheck draft, public review draft, and final environmental document, including responses to comments and Mitigation Monitoring Program as needed. The City will be responsible for mailing and publishing the notices prepared by the consultant. The environmental review process will run concurrently with the Housing Element update such that the City Council will consider approval of the environmental document concurrently with Housing Element adoption.

Deliverables:

- CEQA public notice (if required in addition to the Housing Element hearing notice)
- Technical studies (if needed)
- One electronic copy (in native file format and pdf format) of the screencheck draft environmental document
- One electronic copy (in native file format and pdf format) and 20 hardcopies of the public review draft environmental document
- Responses to comments (if needed)
- Mitigation Monitoring Program
- One electronic copy (in native file format and pdf format) and two hardcopies of the final environmental document (if different from the draft document)

Task 5: Community Workshop and Public Hearings

The consultant will facilitate a community workshop to discuss the Public Review Draft Housing Element. Since City staff anticipates minimal substantive changes from the current Housing Element to the updated Housing Element, staff does not believe there will be great community interest in the update or a need to conduct extensive public outreach. Nonetheless, consultants are encouraged to include in their proposals any additional recommended opportunities for public outreach and participation as optional added cost items based on their expertise and experience, especially opportunities to engage underrepresented communities and communities with special housing needs.

5.1 Community Workshop: The consultant will identify stakeholders and prepare a notice announcing the release of the Public Review Draft Housing Element and the community workshop. The City anticipates that the draft document would be made available online, at the City library, and at City Hall. The consultant will attend and make a presentation at the community workshop. This includes preparing the presentation and other handouts and materials.

Deliverables:

- One electronic copy (in native file format) of a mailing or contact list of stakeholders
- One electronic copy (in native file format and pdf format) of the public notice of release of the Public Review Draft Housing Element and the workshop (City staff will distribute/publish/mail)
- Electronic copies (in pdf format) and hardcopies as needed of workshop sign-in sheets, presentation, handouts, and other materials

5.2 Public Hearing Preparation: Following the workshop and public review period, the consultant will prepare summary notes or minutes of the workshop and a summary of all other comments received during the public review period. Considering input received at the workshop and any other input received during the public comment period, and in consultation with City staff, the consultant will prepare a comprehensive list of all changes to the Public Review Draft that will be

recommended to the Planning Commission and City Council. If necessary, the Consultant will prepare a redline draft of the appropriate sections of the Public Review Draft showing the recommended changes.

Deliverables:

- One electronic copy (in native file format and pdf format) of workshop summary notes or minutes and a summary of all other comments received in a format suitable for public review
- One electronic copy (in native file format and pdf format) of a comprehensive list of all recommended changes to the Public Review Draft and/or a redline of appropriate sections from the Public Review Draft showing the recommended changes

5.3 Public Hearings: The consultant will attend and make presentations at the Housing Element adoption hearings. This includes preparing the presentation and other materials and exhibits, and providing support to City staff as needed. City staff will prepare and publish the public notices and prepare the staff reports. For cost purposes, the consultant should assume one Planning Commission hearing and one City Council hearing.

Deliverables:

- One electronic copy (in native file and pdf format) of the presentation and other materials and exhibits for Planning Commission and City Council public hearings

Task 6: HCD Liaison

The consultant will serve as the City's representative and liaison to HCD during the review of the Housing Element. The consultant will be HCD's primary contact and will communicate with HCD staff as needed to answer questions about the document and resolve any issues that arise during the review process. The consultant will be responsible for the following:

- Pre-submittal consultation with HCD staff, as deemed advisable or necessary, depending on any issues that arise during preparation of the Public Review Draft
- Submittal of Public Review Draft Housing Element to HCD as detailed in Task 3.3
- Completion and submittal of Implementation Review worksheet, Completeness Checklist, and any other paperwork needed for the HCD Streamlined Update process, if the City qualifies for streamlined review
- Submittal of additional information or data requested by HCD
- Meetings and/or conference calls with HCD staff and City staff to discuss comments
- Preparation of written response to HCD comments as needed
- Preparation of changes to the Public Review Draft Housing Element required for HCD certification
- Consultation with HCD staff regarding changes requested by the Planning Commission or City Council
- Submission of Final Housing Element to HCD for review and certification

Task 7: Final Housing Element

7.1 Final Housing Element: The consultant will prepare a Final Housing Element that will incorporate the changes to the Public Review Draft that were presented to the Planning Commission and City Council, and any additional changes required by HCD, City staff, Planning Commission, or City Council.

Deliverables:

- One electronic copy (in native file format and pdf format) of the Final Housing Element and hardcopies for HCD review, if required

7.3 State Certification: The consultant will transmit the Final Housing Element to HCD for certification. The consultant will follow through and continue to communicate with HCD as detailed in Task 6 until the document is certified.

Deliverables:

- One electronic copy (in native file format and pdf format) and 20 hardcopies of the State-certified Housing Element

PROPOSAL REQUIREMENTS

Proposals must include the following:

1. Letter of transmittal, signed by an individual authorized to bind the consultant
2. Executive summary
3. General information about the consultant (e.g. size, location, years in business)
4. Identification of primary and alternate project managers (see "Assigned Representatives" section below for more information)
5. Qualifications of staff who will work on the project, highlighting any experience with preparing Housing Elements and interfacing with HCD
6. Client references (at least three) including the client, contact name and information, and a description of the services provided
7. Samples of previous Housing Elements prepared by the consultant and/or staff assigned to the project provided as electronic copies or as links to online documents
8. Detailed description of the consultant's understanding of the City's needs and a detailed plan demonstrating how the consultant will satisfy these needs
9. Detailed description of the services to be provided, based on the tasks outlined above
10. Detailed project schedule showing beginning and end dates for each task and the overall project
11. Identification of any information or assistance required from City staff to accomplish each task, including any related timelines necessary to meet the project schedule
12. Description of the consultant's approach to maintain communication with City staff
13. Discussion about any subcontractors the consultant proposes to use and, if so, information about the subcontractors related to items 3, 4, and 5 above
14. Compensation schedule including the following:
    a. Cost for each individual task, including required and optional/recommended tasks
    b. Fee schedule including hourly rates for all key staff (and subcontractors if applicable)
    c. List of all reimbursable costs aside from staff
15. Statement of any requested exceptions to the standard Agreement for Services (see "Agreement for Services" section below for more information)
16. Any additional information deemed appropriate by the consultant

SELECTION CRITERIA

City staff will evaluate each proposal received by the deadline based on the following criteria:

- Qualifications, background, references, and prior experience of the consultant in preparing Housing Elements

- Technical approach and understanding of the work to be performed
- Cost of services to be performed as compared with the level of effort to be expended
- Schedule for overall project and time required for each task

As part of the evaluation process, the City of Glendora may conduct interviews with those consultants whose proposal and qualifications are deemed to most closely match the requirements of the RFP. Alternatively, the City may elect not to conduct interviews and to select a consultant based solely upon the strength of the written proposal. If the City elects to hold interviews, additional information about the interview process will be sent separately to those consultants selected for an interview.

The City will negotiate a contract with the most qualified firm with compensation that the City determines is fair and reasonable based upon the scope of work. Fee proposals from competing consultants may be used to assist City staff in determining a fair and reasonable compensation.

RIGHTS TO PROPOSALS

All proposals, upon submission to the City of Glendora, shall become the City's property for its use as deemed appropriate. By submitting a proposal, the consultant covenants not to make any claim for or have any right to damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. Nothing contained in this RFP shall create any contractual relationship between the consultant and the City of Glendora. The City accepts no financial responsibility for costs incurred by any consultant in responding to this RFP. The City of Glendora has the following prerogatives with regard to proposals submitted:

- To accept or reject any or all proposals
- To award all or part of the project at its discretion
- To adopt any or all parts of a proposal
- To utilize any or all ideas from proposals submitted
- To request additional information for the purposes of clarification
- To correct any arithmetic errors in any or all proposals submitted
- To change the deadline for submitting proposals upon appropriate notification to all consultants receiving the RFP
- To accept or negotiate any modifications to the scope and fee of any proposal following the deadline for receipt of all proposals and prior to contract award
- To waive any irregularity or any non-conformity of proposals with this RFP, whether of a technical or substantive nature

DISCLOSURE OF CONTENTS

All proposals accepted by the City shall become a matter of public record and shall be regarded as public, with the exception of those elements of each proposal that are identified by the consultant as business or trade secrets and plainly marked as "trade secret," "confidential," or "proprietary." Each element of a proposal that the consultant desires not to be considered a public record must be clearly marked. Any blanket statement (i.e. regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever. If disclosure is required under the California Public Records Act or otherwise by law (despite the consultant's request for confidentiality), the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

AGREEMENT FOR SERVICES

The consultant will enter into an Agreement for Services with the City of Glendora based upon the contents of the RFP and the consultant's proposal. The City's standard form of agreement is included as Attachment A. The consultant must include with the proposal a description of any exceptions requested to the standard contract. If there are no exceptions requested, a statement to that effect must be included in the proposal.

INSURANCE REQUIREMENTS

Prior to executing an Agreement for Services, the consultant will be required to provide to the City proof of the required insurance. Consultants are encouraged to contact their insurance carriers during the proposal stage to ensure that the insurance requirements can be met if selected. Insurance requirements are listed in Section 16 of the attached standard Agreement for Services.

CITY BUSINESS LICENSE

A City of Glendora business license will be required for the consultant and any subcontractors.

ASSIGNED REPRESENTATIVES

The City will assign a responsible representative to administer the contract, and to assist the consultant in obtaining information. The consultant also shall assign a responsible representative (project manager) and an alternate, who shall be identified in the proposal. The consultant's representative will remain in responsible charge of the consultant's duties from the notice to proceed through project completion.

If the consultant's primary representative should be unable to continue with the project, then the alternate representative identified in the proposal shall become the project manager. The City's representative shall first approve any substitution of representatives or subcontractors identified in the proposal in writing. The City reserves the right to review and approve/disapprove all key staff and subcontractor substitution or removal, and may consider such changes not approved to be a breach of contract.

ATTACHMENTS

Attachment A Standard Agreement for Services

CITY OF GLENDORA

AGREEMENT FOR SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 201__ between the CITY OF GLENDORA, a municipal corporation, hereinafter referred to as "City" and _____, hereinafter referred to as "Consultant". In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform the services set forth in Exhibit A “SCOPE OF SERVICES” and made a part hereof. Consultant shall perform all of these services to the satisfaction of the City. Consultant represents and warrants that it has the qualifications, experience, licenses and facilities to properly perform said services in a thorough, competent and professional manner and shall, at all times during the term of this Agreement, have in full force and effect, all licenses required of it by law.

2. STATUS OF CONSULTANT. Consultant is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant shall not disseminate any information or reports gathered or created pursuant to this Agreement without the prior written approval of City except information or reports required by government agencies to enable Consultant to perform its duties under this Agreement.

3. CONSULTANTKNOWLEDGE OF APPLICABLE LAWS. Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

4. PERSONNEL. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services hereunder. The personnel performing the services under this Agreement on behalf of

Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

5. COMPENSATION AND METHOD OF PAYMENT. Compensation and reimbursement to the Consultant shall be as set forth in Exhibit B attached hereto and made a part hereof. The total compensation, including reimbursement for actual expenses. shall not exceed _____($_____), unless additional compensation is approved in writing by the City Council or City Manager. Payments shall be made within thirty (30) days after receipt of each invoice as to nondisputed fees. If the City disputes any of Consultant's fees, it shall give written notice to Consultant in 30 days of receipt of an invoice of any disputed fees set forth on the invoice.

6. ADDITIONAL SERVICES OF CONSULTANT. Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Council. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by the City Council and Consultant at the time City's written authorization is given to Consultant for the performance of said additional services.

7. ASSIGNMENT. The expertise and experience of Consultant are material considerations for this Agreement. City has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer any of portion this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City Council. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including summary termination of this Agreement.

8. FACILITIES AND RECORDS. Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by City that relate to the performance of services under this Agreement. Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be

clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records, shall give City the right to examine and audit said books and records, shall permit City to make transcripts there from as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

9. TERMINATION OF AGREEMENT. This Agreement will commence on _____ 201__ and shall terminate on _____, 201__, unless otherwise extended by written agreement of the parties. This Agreement may be terminated with or without cause by either party upon ten (10) days written notice. In the event of such termination, Consultant shall be compensated for non-disputed fees under the terms of this Agreement up to the date of termination.

10. COOPERATION BY CITY. All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Scope of Services, shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

11. OWNERSHIP OF DOCUMENTS. Upon satisfactory completion of, or in the event of termination, suspension or abandonment of, this Agreement, all original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of City. With respect to computer files, Consultant shall make available to the City, upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring and printing computer files.

12. RELEASE OF INFORMATION. All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization excepting that information which is a public record and subject to disclosure pursuant to the California Public Records Act, Government Code §6250, et seq. Consultant, its officers, employees, agents or subcontractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement or relating to any project or property located within the City. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

If Consultant or any of its officers, employees, Consultants or subcontractors does voluntarily provide information in violation of this Agreement, City has the right to

reimbursement and indemnity from Consultant for any damages caused by Consultant's conduct, including the City's attorney's fees.

Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed hereunder or with respect to any project or property located within the City. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

13. CONFLICTS OF INTEREST. Consultant covenants that neither Consultant nor any officer or principal of Consultant's firm has any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of services herein. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by Consultant as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. If required by the City Manager, Consultant's principles, officers, employees or agents shall file disclosure statements pursuant to the Political Reform Act, Government Code Section 87201.

City understands and acknowledges that Consultant is, as of the effective date of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

14. DEFAULT. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to the Consultant. Default shall mean any failure to comply with any covenant, condition or term of this Agreement.

15. INDEMNIFICATION. City, its elected and appointed officials, officers, agents, employees and volunteers (individually and collectively, "Indemnitees") shall have no liability to Consultant or to any other person for, and Consultant shall indemnify, defend, protect and hold harmless the Indemnitees from and against, any and all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, costs and expenses of whatever nature, including reasonable attorneys' fees and disbursements (collectively "Claims"), which the Indemnitees may suffer or incur or to which the Indemnitees may become subject by reason of or arising

out of any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise occurring as a result of negligent or willful acts or omissions of Consultant, its agents, officers, directors or employees, in performing any of the services under this agreement.

If any action or proceeding is brought against the Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify the Indemnitees as above provided, Consultant, upon notice from the City, shall defend the Indemnitees at Consultant's expense by counsel acceptable to the City. The Indemnitees need not have first paid any of the matters as to which the Indemnitees are entitled to indemnity in order to be so indemnified. The insurance required to be maintained by Consultant under paragraph 16 shall ensure Consultant's obligations under this paragraph 15, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this paragraph 15 shall survive the expiration or earlier termination of this agreement.

16. INSURANCE. The Consultant agrees to maintain in force at all times the following insurance with a current A.M. Best's rating of no less than A:VII:

A. Worker's Compensation insurance covering employees of the Consultant in such amounts as required by law.

B. Commercial General Liability insurance in the amount of One Million Dollars ($1,000,000), naming the City as an additional insured.

C. Professional liability insurance in an amount of One Million Dollars ($1,000,000).

D. Errors and Omissions liability insurance in the amount of One Million Dollars ($1,000,000) per occurrence.

E. Automobile liability insurance in the amount of One Million Dollars ($1,000,000) per accident for bodily injury and property damage.

F. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Consultant shall reduce or eliminate such deductible or self-insured retentions as respects the City, its officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

G. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the Consultant, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after (30) day's prior written notice by Certified Mail, Return Receipt Requested, has been given to the City.

H. Consultant shall furnish the City Clerk annually with original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City forms, the Consultant's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications in the form of a Certificate of Insurance.

17. NON-DISCRIMINATION CLAUSE. Consultant shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement and shall comply with the provisions of the State Fair Employment Practices Act as set forth in Part 4.5 of the Division 2 of the California Labor Code; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-

352, and all amendments thereto; Executive Order No. 11246; and all administrative rules and regulations issued pursuant to such acts and order.

18. UNAUTHORIZED ALIENS. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act (8 U.S.C.A. & 1101, et seq.), as amended; and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this contract, and should the Federal Government impose sanctions against the City for such use of unauthorized aliens, Consultant hereby agrees to, and shall, reimburse City for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the City in connection therewith.

19. ENTIRE AGREEMENT. This Agreement is the complete, final, entire and exclusive expression of the Agreement between the parties hereto and supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representations by any party which are not embodied herein and that no other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

20. NO PRESUMPTION RE: DRAFTER. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter shall be applicable in interpreting or enforcing this Agreement.

21. ASSISTANCE OF COUNSEL. Each party to this Agreement warrants to each other party, as follows:

A. That each party either had the assistance of counsel or had counsel available to it, in the negotiation for, and execution of, this Agreement, and all related documents; and

B. That each party has lawfully authorized the execution of this Agreement.

22. GOVERNING LAW. The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the Los Angeles County Superior Court.

23. MODIFICATION OF AGREEMENT. The terms of this Agreement can only be modified in writing approved by the City Council and the Consultant. The parties agree that this requirement for written modifications cannot be waived and any attempted waiver shall be void.

24. AUTHORITY TO EXECUTE. The person or persons executing this Agreement on behalf of Consultant warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of his/her/their corporation and warrants and represents that he/she/they has/have the authority to bind Consultant to the performance of its obligations hereunder.

25. NOTICES. All notices required or permitted to be given pursuant to this Agreement shall be in writing and shall be personally delivered, or sent by facsimile and certified mail, postage prepaid and return receipt requested, on the party to be notified, addressed as follows:

To City
Attention: City Manager
City of Glendora
116 East Foothill Boulevard
Glendora, California 91741

To Consultant
Attention: _____
_____
_____
_____

The notices shall be deemed to have been given as of the date of personal service, or three (3) days after the date of deposit of the same in the custody of the United States Postal Service.

26. SEVERABILITY. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of the other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

Consultant, _____

By: _____

CITY OF GLENDORA

By_____

_____, Mayor

ATTEST:

_____

City Clerk

APPROVED AS TO FORM:

_____

City Attorney