

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

ECONOMIC AND PLANNING SYSTEMS INC.

Completion of a Broad Fiscal and Economic Impact Analysis
of the University of California at Riverside Campus (RFP No. 2173)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2022 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City”), and ECONOMIC AND PLANNING SYSTEMS, INC., a California corporation (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with the Completion of a Broad Fiscal and Economic Impact Analysis of the University of California at Riverside Campus (RFP No. 2173) (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for one (1) year from the Effective Date of this Agreement, unless otherwise terminated pursuant to the provisions herein. The Agreement may be extended for one (1) additional six-month term upon mutual written consent of City and Consultant.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not of Two Hundred Thousand Dollars (\$200,000.00), payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

City Manager’s Office
City of Riverside
Attn: Grants Administrator
3900 Main Street
Riverside, CA 92522

To Consultant

Economic and Planning Systems, Inc.
Attn: Susan Marcus, Administrative Manager
1330 Broadway, Suite 450
Oakland, CA 94612

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, “Design Professional” includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.
- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability.** Consultant agrees, at its cost and expense, to promptly defend the City, and the City’s employees, officers, managers, agents and council members (collectively the “Parties to be Defended”) from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant’s professional negligence based on the percentage of Consultant’s liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant’s Services under this Agreement.

11.3 **Indemnity For Design 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, protect and hold harmless the City and the City’s employees, officers, managers, agents, and Council Members (“Indemnified Parties”) from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and

penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability.

Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability.

Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions.

Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability.

Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City. This provision shall survive the expiration or termination of this Agreement.

18. **Ownership of Documents.** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City. This provision shall survive the expiration or termination of this Agreement.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation

and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications. This provision shall survive the expiration or termination of this Agreement.

20. **Conflict of Interest.** Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's

rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination.** During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision,

term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

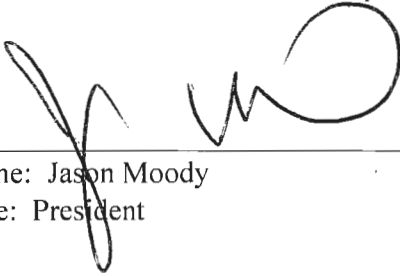
- Exhibit "A" - Scope of Services
- Exhibit "B" - Compensation
- Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE,
a California charter city and municipal
corporation

ECONOMIC AND PLANNING
SYSTEMS, INC., a California corporation

By: _____
City Manager

By:  _____
Name: Jason Moody
Title: President

ATTESTED TO:

By: _____
Name: Jamie Gomes
Title: CFO

By: _____
City Clerk

APPROVED AS TO FORM:

By:  _____
Senior Deputy City Attorney

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

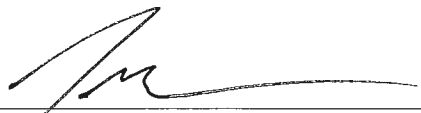
CITY OF RIVERSIDE,
a California charter city and municipal
corporation

ECONOMIC AND PLANNING
SYSTEMS, INC., a California corporation

By: _____
City Manager

By: _____
Name: Jason Moody
Title: President

ATTESTED TO:

By:  _____
Name: Jamie Gomes
Title: CFO

By: _____
City Clerk

APPROVED AS TO FORM:

By:  _____
Senior Deputy City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

Consistent with RFP 2173, the following Scope of Services represents efforts that EPS and the City anticipate will be required to complete the UC Riverside Economic, Fiscal, and Community Impacts Study.

Task 1. Project Management, Communication, and Work Program Overview

This task will be designed to refine and finalize the scope and schedule, define roles and responsibilities, and establish the management and communication protocol for the study process. To initiate the project, EPS will prepare for and attend a project kick-off meeting with City staff to discuss:

- The project context and key issues and objectives for the study;
- Data requirements and availability;
- Research, analysis, and EPS deliverables;
- Quality Assurance/Quality Control (QA/QC) protocols;
- Project schedule, meetings, and milestones; and
- Key contacts, project roles and communication/outreach protocol.

Key objectives of the kick-off meeting are to ensure that study goals, process, timeline, and work products are clearly specified and to gain concurrence on key methodological issues and data requirements for the study. EPS also will tour UCR and its environs, focusing on recent additions to the campus, as well as the ongoing evolution of the surrounding area.

The EPS Team will apply a range of project management and QA/QC protocol to both internal (i.e., consultant to client) and external (e.g., UCR staff, public stakeholders) engagements and communications. While roles and responsibilities will be further delineated in

the Project Initiation phase, EPS will assign a Principal-in-Charge and Project Manager who will work closely with designated City staff throughout the project to coordinate on data needs, provide regular status updates, and facilitate correspondence and meetings with City elected officials, City staff, UC representatives, and other stakeholders.

EPS will maintain clear and regular communication and will provide regular progress updates, preliminary findings, and other tools to address questions or concerns that arise. While the specific communication protocol will be driven by the City's needs and preferences, the primary goal will be to ensure clean communication and concise and timely completion of the project. Communications will occur by e-mail, phone, video conference, and face-to-face meetings. In addition to regularly scheduled check-in calls (and informal check-in as needed), EPS will attend 10 formal meetings, half of which (five formal meetings) are budgeted to be in person.

Deliverables:

1. Kick-Off Meeting (Assign a Principal-in-Charge and Project Manager)

Task 2. Data Gathering

EPS will work with City staff to gather the information required for the analysis. This will likely require an iterative effort to request and review data from UCR and for EPS to clarify data for inclusion in the study. The primary types of data include:

- Existing UCR facilities and major programs by type and use;
- Annual operating budget, including UC identification of local spending;
- Number and categories of employees and employee compensation, by place of residence;
- Student enrollment, including on- versus off-campus housing, by place of residence;
- Event data, including visitor counts and spending estimates; and

- Recent and future capital expenditure estimates (i.e., construction spending).

EPS will be prepared to work with available data and information to generate the inputs needed for the requested analysis. In this regard, EPS may benefit from available in-house data collected as part of economic impact work previously performed for the UC.

Task 2 also includes an interview program to collect input from a range of stakeholders. EPS will meet virtually with City elected officials, City staff, representatives from UCR, community representatives, and other stakeholders. The interviews will seek to draw out the types and characteristics of various impacts that UCR has in Riverside, particularly impact issues that are not well documented. EPS will conduct up to 12 stakeholder interviews with interviewees to be agreed on between EPS and the City. EPS assumes all scheduling support required for the interview program will be provided by City staff.

Deliverables:

1. Coordinate collection of available data and information to generate the inputs needed for the requested analysis.
2. Completion of strategic outreach to 12 key stakeholders including the City Manager, various City Department representatives, Mayor and City Council; Representatives of UCR and its various departments; UCR Neighborhood Community (businesses and residents); and other local governments, organizations, and residents, as appropriate.

Task 3. Primary Economic Impact Analysis

EPS will provide quantitative estimates of UCR's direct, indirect, and induced effects on local output (i.e., sales) and employment using economic multipliers derived from Input/Output (I/O) analysis. Economic multipliers will be developed for both ongoing and one-time capital-

spending-related impacts.¹

EPS will utilize a geographic model based on the ZIP codes which approximate the City's geographic extent. All results will be reported for this geography, as well as for the County as a whole, to provide context for the results. The I/O analysis will result in estimates of the number jobs, labor income, and total output resulting from UCR's economic activity. The analysis will be based on the data gathered in **Task 2**.

Deliverables:

1. Provide quantitative estimates of UCR's direct, indirect, and induced effects on local output (i.e., sales) and employment using economic multipliers derived from Input/Output (I/O) analysis based on geography and other relevant factors.

Task 4. Fiscal Impact Analysis

Ongoing Impact on City Budget. Demands for services will be based on available data concerning the existing service demands of UCR (e.g., annual police or fire calls for service, trip generation, as data allow). When reliable data are not available, estimates of demand for services likely will be based on "dwelling unit equivalents" (i.e., resident student and staff demand converted into a percentage of a typical City household) or on "daytime population" for nonresident students and staff, or a similar demand metric, as is common in fiscal impact analyses. Public service costs will be evaluated based on the public service demand developed above and per-unit public service cost estimates. The per-unit cost estimates will be developed based on information obtained from the existing City budget, interviews with City department staff, EPS analysis of similar projects, UC records, and additional research.

EPS will evaluate the effects of UCR on key City revenue items. The primary revenue

¹ EPS proposed to rely on I/O software from IMPLAN.

impacts of the University are likely to be sales taxes and hotel taxes, though there may be property taxes associated with non-tax-exempt uses. For each revenue item, EPS will estimate per-unit amounts (e.g., sales tax per student or staff) and multiply this by the appropriate University population. The analysis also may consider any special payments made by UC Riverside to the City for public capital improvements, facilities, or public services. As part of the fiscal impact analysis, EPS also will consider the hypothetical revenue that might accrue to the City if the UC were not tax exempt. The fiscal impact analysis will yield snapshot estimates of the net fiscal impact of UC Riverside on City of Riverside General Fund costs and revenues (1) based on current conditions and (2) at buildout of the Long-Range Development Plan.

Impacts to City Infrastructure and Facilities. The fiscal analysis will estimate potential effects on the City's capital improvement program, including City infrastructure and public facilities that will be required to support campus growth. EPS will evaluate UCR's 2021 LRDP and coordinate with City staff to collect information concerning the likely infrastructure and facilities needs attributable to UCR expansion. EPS anticipates this work may leverage California Environmental Quality Act (CEQA) analysis of the 2021 LRDP and additional City studies to identify capital improvement impacts.² The analysis will seek to address impacts on transportation, utilities, parks, emergency service facilities, and other City facilities. EPS will consider anticipated contributions from UCR (e.g., development impact fees and planned UC development of public facilities, if applicable) within the context of total UCR impacts on

² If insufficient information exists to assess infrastructure and facilities needs and associated costs attributable to the LRDP, EPS may coordinate with the City, at its pleasure, to engage consulting civil engineers to provide supplementary analysis (budget not included in this proposal). EPS maintains relationships with numerous civil engineering firms and is able to assist with firm solicitation efforts.

infrastructure and public facilities, with the goal of estimating the magnitude of unfunded improvements attributable to the 2021 LRDP.

Deliverables:

1. Calculate demand for services based on available data concerning the existing service demands of UCR (e.g., annual police or fire calls for service, trip generation, as data allow).
2. Evaluate the effects of UCR on key City revenue items.
3. Consider hypothetical revenue that might accrue to the City if the UC were not tax exempt.
4. Estimate UCR's potential effects on the City's capital improvement program, including City infrastructure and public facilities that will be required to support campus growth.

Task 5. Housing Market and Neighborhood Impacts

EPS will evaluate UCR's impact on the City's housing market based a variety of metrics related to affordability and supply. Specifically, EPS will quantify UC housing demand not accommodated by the UC itself (e.g., in UC dorms or UC-sponsored student housing projects) relative to overall housing stock in the City. EPS will also evaluate and compare the typical rents paid by students, as well as household size and other factors relative to citywide norms. This analysis will also consider the demand for faculty and staff housing.

A key goal of the housing analysis will be to better understand the implications of increasing UC growth (through both enrollment and staffing) on the housing market, given the City's record of housing production in recent years. The findings will be informed by pricing, occupancy, and other supply factors (e.g., unit mix) for major recently developed and pipeline projects in the City. The analysis also will consider other metrics of concern to the City, including correlations

between affordability and homelessness, to the degree data allow.

In addition, EPS will rely on interviews to explore other impacts on community conditions, including considerations related to University Avenue, neighborhood character, and community engagement. Specifically, as requested by the RFP, EPS will communicate with City elected officials, City staff, representatives from UCR, community representatives, and other stakeholders and will seek to draw out the types and characteristics of various impacts UCR has in Riverside, particularly around impact issues that are not well documented in available data and are therefore less (or not) quantifiable.

Deliverables:

1. Evaluate UCR's impact on the City's housing market specifically quantification of UC housing demand not accommodated by the UC itself.
2. Analyze other impacts on community conditions, including considerations related to University Avenue, neighborhood character, and community engagement.

Task 6: Meetings and Stakeholder Engagement

EPS will conduct strategic outreach to key stakeholders whose input will be necessary to ensure accurate results and project success. In addition to City staff (e.g., City Manager, various City Department representatives), key stakeholders will likely include Mayor and City Council; Representatives of UCR and its various departments; UCR Neighborhood Community (businesses and residents); and other local governments, organizations, and residents, as appropriate. EPS will engage with the public or other third-party entities based on clear direction from the City. Stakeholder engagement occurs and is budgeted as part of **Task 2 Data Gathering**. EPS also proposes to participate in up to 10 formal City meetings, including up to five (5) in-person meetings in Riverside. EPS assumes each meeting will require a PowerPoint

presentation.

Deliverable:

1. Attend a total of 10 formal meetings over the duration of the study (five in-person meetings), including the kick-off meeting described in Task 1.

Task 7: Delivery of a Complete Report

EPS will deliver a final and complete Economic, Fiscal, and Community Impacts analysis to the City within the timeframe defined in this Agreement inclusive of any maps, appendices, data, or other elements that are required for a complete document. A complete document will cover all facets of RFP 2173 and the requirements of this Agreement. Delivery will include Three (3) complete bound paper copies, a PowerPoint presentation, and a complete electronic .pdf version.

Deliverables:

Three complete paper copies, a PowerPoint presentation, and one .pdf electronic version of the final report.

EXHIBIT "B"
COMPENSATION

EXHIBIT "C"

KEY PERSONNEL

Ben Sigman, EPS Principal

Jason Moody, EPS Managing Principal

David Zehnder, EPS Managing Principal