



City of Arts & Innovation

City Council Memorandum

TO: HONORABLE MAYOR AND CITY COUNCIL DATE: SEPTEMBER 5, 2017

FROM: PUBLIC WORKS DEPARTMENT WARDS: ALL

**SUBJECT: RFP 1683, PROFESSIONAL CONSULTANT SERVICES AGREEMENT WITH THE
GREATER RIVERSIDE CHAMBERS OF COMMERCE FOR COORDINATION OF
COMMUNITY-BASED VOLUNTEER BEAUTIFICATION EFFORTS FOR A TERM
TO JUNE 30, 2018, IN THE AMOUNT OF \$193,493**

ISSUE:

Approve the Professional Consultant Services Agreement with the Greater Riverside Chambers of Commerce for Coordination of Community-Based Volunteer Beautification Efforts, from RFP 1683, in the amount of \$193,493 through June 30, 2018, with the option to extend for four additional one-year terms.

RECOMMENDATIONS:

That the City Council:

1. Approve the Agreement with the Greater Riverside Chambers of Commerce for the coordination of community-based volunteer beautification efforts through June 30, 2018 in the amount of \$193,493, with the option to extend for four additional one-year terms; and
2. Authorize the City Manager, or his designee, to execute the agreement and future amendments to the agreement, subject to the availability of budgeted funds, in order to extend the agreement for up to four additional one-year terms and make minor non-substantive changes.

BACKGROUND:

In 1953, Keep America Beautiful was formed to bring public and private sectors together to develop and promote a national cleanliness ethic and help produce cleaner more beautiful public places.

In 1976, the Greater Riverside Chambers of Commerce (Chamber), in cooperation with the City, became an affiliate of the Keep America Beautiful Clean Community System, a pre-cursor to the Keep America Beautiful System, which focused on educating the community and promoting volunteerism to address litter problems.

For many years, there were several different efforts through City staff, the Chamber, and other organizations to implement community cleanup efforts. As their efforts broadened throughout the 1980's, managing the program became increasingly difficult.

In 1988, City staff met with the Chamber and the other organizations involved in an effort to develop a cohesive program and maximize its effectiveness. In 1992, Mayor Loveridge and Art Pick collaborated to develop the Keep Riverside Clean and Beautiful (KRCB) Program.

A partnership was established with the Chamber taking the lead role in implementing the KRCB Program to support increased volunteer participation and reduce the time required by City staff to implement the programs. Since that time, the Chamber has successfully worked to increase the impact of the program by encouraging community involvement through volunteerism.

Prior to 2014, the City provided funding to the Chamber on an annual basis. Given the longstanding support of the program, and in an effort to more efficiently utilize staff time and resources, in 2014 it was recommended that Council approve a three year contract for the KRCB program.

On September 23, 2014, the City Council approved a professional consultant services agreement with the Chamber for a three-year period through June 30, 2017, in the amount of \$574,754. The agreement included services to the City of Riverside in the areas of litter prevention, waste reduction, beautification and community improvement through community based volunteer efforts. At this City Council meeting, it was suggested that a competitive bidding process be considered for future contracts. Therefore in late 2016, a request for proposal was drafted for the coordination of community-based volunteer beautification efforts.

On January 9, 2017, the Utility Services/Land Use/Energy Development Committee approved the issuance of the request for proposal for the coordination of community-based volunteer beautification efforts for a one-year term with four one-year options to extend, for a total of five years.

DISCUSSION:

On February 16, 2017, RFP 1683 was issued for the coordination of community-based volunteer beautification efforts. The RFP was performance based and focused on achieving annual results such as a minimum of twelve large community clean-up events, recruitment of at least 7,000 community volunteers, completion of at least 16,000 volunteer hours, collection of 200,000 pounds of litter, cleaning at least 1,000 miles of streets, cleaning 30 to 50 storm drains, painting over 2,000 graffiti tags, and planting 20 trees and 350 plants within a 12-month period.

On March 16, 2017, the City received two proposals in response to RFP 1683. A selection committee consisting of representatives of the Public Works Department and the Parks Recreation and Community Services Department evaluated responsive proposals based on the criteria outlined in the RFP which included qualification and experience, references, approach to scope of service, the quality of the proposal, and the cost.

After an extensive evaluation of each proposal, the two candidates were invited to an interview with the Public Works Department. Prior to the interview date, one of the candidates withdrew from the process. An interview was conducted with the remaining candidate during which the interview panel obtained a clear perspective of the candidate's proposed approach to the scope

of work outlined in the RFP. Thus, The Greater Riverside Chambers of Commerce was determined to be qualified and is recommended to perform the requirements of the RFP.

The Purchasing Services Manager concurs that the procurement process is within the City's purchasing policies.

FISCAL IMPACT:

The annual cost of this agreement is \$193,493. The funds are available in the Public Works Solid Waste Sundry account number 4130500-459022, \$135,445.10 or 70%, and the General Fund Non-Departmental account number 7241600-459022, \$58,047.90 or 30%. Appropriations for future fiscal years will be included in the Department's Budget submissions for those fiscal years to be presented to the City Council for approval.

Prepared by: Kris Martinez, Public Works Director
Certified as to
availability of funds: Adam Raymond, Acting Chief Financial Officer/City Treasurer
Approved by: Al Zelinka, FAICP, Assistant City Manager
Approved as to form: Gary G. Geuss, City Attorney

Attachment: Agreement for Coordination of Community-Based Volunteer Beautification Efforts

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

GREATER RIVERSIDE CHAMBERS OF COMMERCE

[Coordination of Community-Based Volunteer Beautification Efforts]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and GREATER RIVERSIDE CHAMBERS OF COMMERCE, a California private non-profit 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 coordination of community-based volunteer beautification efforts ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until June 30, 2018, unless otherwise terminated pursuant to the provisions herein. The term of this Agreement may be extended by the mutual consent of the parties for up to four (4) additional one (1) year terms. All such extensions shall be made in writing and approved by the parties.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed One Hundred Ninety-Three Thousand Four Hundred Ninety-Three Dollars (\$193,493), 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. In the event the term of this Agreement is extended as set forth in Section 2 hereof, the compensation for the extended term(s) shall be as provided in Exhibit "B."

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

Public Works
City of Riverside
Attn: Brandi Becker
3900 Main Street
Riverside, CA 92522

To Consultant

Greater Riverside Chambers of Commerce
Attn: Cindy Roth
3985 University Avenue
Riverside, CA 92501

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. 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.

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.

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.

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 shall have the right to terminate any or all of Contractor's Services and work covered by this Agreement at any time upon thirty (30) calendar day's written notice to Contractor. In the event of such termination, Contractor shall submit Contractor's final written statement of the amount of services provided as of the date of such termination for payment by the City.

Notwithstanding the foregoing, the City may terminate Contractor's performance of this Agreement upon five (5) calendar days' written notice if:

- a. Contractor fails to promptly begin performance of the Services;
- b. Contractor fails to perform the Services;
- c. Contractor discontinues performance of the Services;
- d. Contractor fails to make payment to employees in accordance with applicable law;
- e. Contractor disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction;
- f. Contractor otherwise is guilty of breach of a provision of this Agreement;
- g. Contractor becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide City with adequate assurances of Contractor's ability to satisfy its contractual obligations.
- h. A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to this Agreement. Upon that person's appointment, City has, at its option and sole discretion, the right to immediately cancel the Agreement and declare it null and void.

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 the Superior Court of California, County of Riverside, 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, 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
a California corporation

By: _____
City Manager

Attest: _____
City Clerk

Certified as to Availability of Funds:

By: _____
Chief Financial Officer

Approved as to Form:
By: _____
Deputy City Attorney

GREATER RIVERSIDE CHAMBERS OF
COMMERCE, a California private non-profit
corporation

By: _____

ANDREW WALCHER
[Printed Name]
GRCC BOARD CHAIR
[Title]

By: _____
Cynthia G. Roth
[Printed Name]
President / CEO / Secretary
[Title]

EXHIBIT "A"

SCOPE OF SERVICES

2. Scope of Services

The selected organization will be responsible for developing and implementing a comprehensive program to spearhead and coordinate year-round public volunteer events and programs to help keep Riverside clean. The areas of focus will include but not be limited to litter prevention, waste reduction, graffiti removal, landscape beautification.

Scope of Services:

- A. Beautification Projects and Programs
 1. Plan, prepare and execute 7 community cleanups, one in each ward, for litter prevention, graffiti removal, landscape beautification and tree planting.
 2. Host two citywide community cleanups in conjunction with the City of Riverside CURE Incredible Bulk Events (fall and spring); to include an event with the Great American Cleanup in (May) and a second large event to include cleanup of the Santa Ana River. Provide a minimum of 25 to 30 groups of volunteers cleaning 25 to 30 areas within the city at each event.
 3. Administer the Adopt-A-Street Program and encourage increased participation each year through outreach efforts to local businesses, residents and volunteer organizations.
 4. Conduct and calculate the city's Annual Litter Index.
 5. Plan, prepare and execute community cleanup projects for specialized groups as needed.
 6. Plan, prepare and execute litter cleanup for the Festival of Lights Switch-On Event the day after Thanksgiving.
 7. Plan, prepare and execute a Clean Campus Competition to educate our youth on environmental awareness from K- 12 throughout the City of Riverside
- B. Develop and implement summer clean-up programs for community volunteers.
 1. Upon request by the City, participate in community meetings and outreach events to spread the "litter prevention, waste reduction and beautification" message to all residents of Riverside.
 2. Implement Project Green Wall, a program to identify locations within the City of Riverside where volunteers can assist by planting green material to prevent graffiti from reoccurring - Project irrigation will be pre-approved and supplied by the City of Riverside Public Works Department.
 3. Develop and implement a program to identify properties and assist properties in need of improvements and beautification. The goal would be to assist 1 property in each of the 7 wards.
 4. As funding allows, develop new projects and programs that would support the City's beautification and community improvement efforts.
 5. For Volunteer Events:

- a. Include a check in and out process for all volunteer events which will include a review and acknowledgement of Safety procedures.
 - b. Email rules for the events to volunteer group coordinators prior to the event. In addition, add a note on the release forms for volunteers stating the volunteer acknowledges and will comply with the rules.
 - c. Each volunteer should be given an emergency number to call in case of first aid or other emergencies.
- C. Tree Program
 - 1. Coordinate volunteer tree planting events at local parks and in City Right-of-ways - Partner with City of Riverside Urban Forester, Parks Recreation and Community Services Department.
 - 2. Secure grant funding or donations for tree plantings.
- D. Graffiti Programs
 - 1. Coordinate with the Principal Administrative Analyst in the Public Works Street Maintenance Division to:
 - 2. Develop and chair a public education program for graffiti outreach to bring together businesses and other organizations on a regular basis to help implement a multi-pronged approach to help prevent and address graffiti issues throughout the city.
 - 3. Promote public education and community involvement.
 - 4. Recruit volunteers to remove graffiti at events throughout the year.
- E. General Services
 - 1. Develop and implement an Awards program to recognize volunteer efforts for clean-up and beautification programs in the City.
 - 2. Other projects as necessary or requested to accomplish the City's Beautification goals.
 - 3. Actively solicit donations for programs to implement the clean-up and beautification efforts.
 - 4. Supply all equipment, supplies, tools, personal protective equipment, etc. to complete the activities outlined in this scope of work.
 - 5. Do public outreach to encourage and facilitate participation in the local highway Adopt-a-Highway Program.
 - 6. Develop and maintain a program website to educate and inform the public about the program and encourage volunteer participation.
 - 7. Develop and maintain a calendar of events.
- F. Reporting and Results
 - 1. Provide monthly and quarterly reports with details on accomplishments to include but not be limited to: number of events, number of participants at each event, pounds of litter removed, volume of weeds pulled, graffiti painted over, trees planted, shrubs planted, hours volunteered and any other data and statistics pertinent to the work accomplished. Results for the year should include:
 - a. Recruit a minimum of 7,000 volunteers in a 12-month period to complete the various activities outlined in the scope of work;

- b. Complete a minimum of 16,000 volunteer hours in a 12-month period to complete the various activities outlined in the scope of work;
 - c. Collect and dispose of at least 200,000 pounds of litter within a 12-month period through the various activities outlined in the scope of work;
 - d. Clean at least 1,000 miles of streets through the Adopt-a-Street Program;
 - e. Clean 30 to 50 storm drains within a 12-month period;
 - f. Paint over at least 2,000 graffiti tags within a 12-month period; and
 - g. Plant at least 20 trees and 350 plants within a 12-month period through the various planting events outlined in the scope of work.
- 2. Provide annual reports compiling comprehensive statistics and accomplishments for each year.

G. Proposed Term

- 1. The proposed term of the contract would be for one year, with four one-year options to extend, subject to City Council approval.

EXHIBIT “B”
COMPENSATION

Year 2017-2018..... \$193,493

Compensation for Optional Additional Terms:

Year 2018-2019..... \$194,460

Year 2019-2020.....\$195,432

Year 2020-2021.....\$196,409

Year 2021-2022.....\$197,391

EXHIBIT “C”

KEY PERSONNEL

1.3 Personnel

Keep Riverside Clean & Beautiful (KRCB) is a committee within the Greater Riverside Chambers of Commerce. The KRCB program is housed and administered at the GRCC and the KRCB staff are employees of the GRCC.

The following personnel will be assigned to administer the contract between the City of Riverside and the Greater Riverside Chamber of Commerce for the coordination of community-based volunteer beautification efforts. The City understands that the following list is subject to change due to, increased/decreased program demands, hardships or resignations in which case additions and/or substitutes with similar education and experience are acceptable.

1. Connie Librenjak, Executive Director, Keep Riverside Clean & Beautiful

951-683-7100 Ext. # 203

Clibrenjak@riverside-chamber.com

Date of Hire: August 21, 2007

The executive director for Keep Riverside Clean & Beautiful (KRCB) leads a team of two FTEs that recruits, organizes and mobilizes over 7000 volunteers annually for community beautification events within the City of Riverside, while overseeing an annual budget, advisory board, marketing campaigns, communications, community partnerships and project management.

2. Alex Rendon, Senior Project Coordinator

951-683-7100 Ext. # 212

arendon@riverside-chamber.com

The senior project coordinator for KRCB recruits and manages a data base of 9000 active community volunteers for community beautification events, coordinates KRCB's signature events, marketing efforts and project administration.

3. Paolo Bilbao, Project Coordinator

951-683-7100 Ext. # 204

Pbilbao@riverside-chamber.com

The project coordinator for KRCB organizes and mobilizes volunteers for community beautification events while coordinating KRCB's signature events, marketing efforts and project administration.