CITY OF EASTVALE

REGULAR CITY COUNCIL/EASTVALE PARKING AUTHORITY/EASTVALE PUBLIC FINANCING AUTHORITY MEETING AGENDA

Eastvale City Council Chambers
12363 Limonite Avenue, Suite 900, Eastvale, CA 91752
Regular City Council/Eastvale Parking Authority/Eastvale Public Financing Authority
Meeting: 6:30 PM
Wednesday, March 12, 2025

City Councilmembers

Michael McMinn, Mayor/Chair
Jocelyn Yow, Mayor Pro Tem/Vice Chair
Christian Dinco, Councilmember/Board Member
Clint Lorimore, Councilmember/Board Member
Todd Rigby, Councilmember/Board Member
Mark Orme, City Manager/Executive Director
Erica Vega, City Attorney/General Counsel
Marc Donohue, Government Services Director/City Clerk/Secretary

This Agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action or direction shall be taken on any item not appearing on the following Agenda. Unless legally privileged, all supporting documents, including staff reports, and any writings or documents provided to a majority of the City Council after the posting of this agenda are available for review at Eastvale City Hall, 12363 Limonite Avenue, Eastvale, CA 91752 or you may contact the City Clerk's Office, at (951) 361-0900 Monday through Thursday from 7:30 a.m. to 5:30 p.m. and available online at www.eastvaleca.gov.

Members of the public can observe the meeting by viewing the live-stream at www.eastvaleca.gov and may provide public comment by sending comments to the City Clerk's Office by email at cityclerk@eastvaleca.gov. Staff will monitor emails to the extent possible during the meeting and provide comments as possible. All comments will be made part of the record. Comments will then be read into the record, with a maximum allowance of 3 minutes per individual comment, subject to the Mayor's discretion to reduce time on public comment. All comments should be a maximum of 500 words, which corresponds to approximately 3 minutes of speaking time. If a comment is received before the agenda item is heard but before the close of the meeting, the comment will all be included as a part of the record of the meeting but will not be read into the record.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk's Office at (951) 361-0900.

Regular meetings are recorded and made available on the City's website at www.eastvaleca.gov. Meeting recordings are uploaded to the City's website within 24 hours (unless otherwise noted) after the completion of the meeting.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **CLOSED SESSION PUBLIC COMMENT**
   Any member of the public may address the Council on items within the Council's subject matter jurisdiction, but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person with a maximum of six minutes (time may be donated by one person). Please address your comments to the Council and do not engaged in dialogue with individual Council Members, City staff, or members of the audience. Blue speaker forms are available at the front table to the entrance of Council Chambers.

4. **CLOSED SESSION ITEM(S)**

5. **INVOCATION**

6. **PLEDGE OF ALLEGIANCE**

7. **ADDITIONS/REVISIONS**
   The City Council may only add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the agency subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Council. If there is less than 2/3 of the Council members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of each section unless otherwise noted.

8. **PRESENTATIONS/ANNOUNCEMENTS**

   8.1. Recognition of Eastvale Pageant Girls
   8.2. Recognition of Aayush Patel for Eagle Scout Project
   8.3. Introduction of Jesus Ramos, Senior Maintenance Worker

9. **AGENCY PARTNER UPDATE(S)**

   9.1. San Antonio Regional Hospital Update

10. **PUBLIC COMMENT**
    Any member of the public may address the Council on items within the Council's subject matter jurisdiction, but which are not listed on this agenda during PUBLIC COMMENTS. However, no action may be taken on matters that are not part of the posted agenda. We request comments made on the agenda be made at the time the item is considered and that comments be limited to three minutes per person with a maximum of six minutes (time may be donated by one person). Please address your comments to the Council and do not engaged in dialogue with individual Councilmembers, City staff, or members of the audience. Blue speaker forms are available at the front table to the entrance of Council Chambers.

11. CONSENT CALENDAR

Consent Calendar items are normally enacted in one motion. The Mayor or City Council may remove a Consent Calendar item for separate action. If a member of the public would like to speak on a Consent Calendar item, please complete a blue "Public Comment Form" and submit to the City Clerk prior to the item.

11.1. City Council/Eastvale Parking Authority/Eastvale Public Financing Authority Meeting Minutes

Submitted by: Marc A. Donohue, Government Services Director/City Clerk/Secretary

RECOMMENDED ACTION(S):

Staff recommends that the City Council/ Eastvale Parking Authority/Eastvale Public Financing Authority approve the City Council meeting minutes from the special meeting on February 26, 2025 and the City Council/Eastvale Parking Authority/Eastvale Public Financing Authority meeting minutes from the regular meeting on February 26, 2025.

11.2. Professional Services Agreement (PSA) with Ardurra Group, Inc. for an Engineering and Traffic Survey (E&TS) Update

Submitted by: Jimmy Chung, Public Works Director/City Engineer

RECOMMENDED ACTION(S):

Staff recommends that the City Council authorizes the City Manager to execute a Professional Services Agreement (PSA) with Ardurra Group, Inc. and all related necessary documents , for the City's Engineering and Traffic Survey (E&TS) Update.

11.3. Approval of Professional Services Agreement with Hinderliter, de Llamas & Associates for Economic Development Business Attraction Analysis

Submitted by: Alexander Fung, Economic Development Manager

RECOMMENDED ACTION(S):

Staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with Hinderliter, de Llamas & Associates in the amount not-to-exceed $47,000 for an Economic Development Business Attraction Analysis, for up to a one-year contract term, with a provision for one, one-year optional extension period if needed.

12. PUBLIC HEARING(S)

13. CITY COUNCIL/EASTVALE PUBLIC FINANCING AUTHORITY/EASTVALE PARKING AUTHORITY BUSINESS

13.1. Approval of Lewis Retail Centers Shopping Center License Plate Reader Camera Grant Applications

Submitted by: Alexander Fung, Economic Development Manager

RECOMMENDED ACTION(S):
Staff recommends that the City Council:

1. Approve Lewis Retail Centers Shopping Center License Plate Reader Camera Grant Applications in the amount not-to-exceed $3,200.00 to support the installation of 1 Flock Safety Camera at Eastvale Gateway South, 1 Flock Safety Camera at Hamner Place, and 2 Flock Safety Cameras at the Marketplace at the Enclave; and
2. Authorize the City Manager to execute the necessary grant agreements with Lewis Retail Centers.

14. CITY MANAGER/CITY STAFF REPORT

15. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS

16. ADJOURNMENT

The next regular meeting of the Eastvale City Council/Eastvale Public Financing Authority/Eastvale Parking Authority is scheduled for Wednesday, March 26, 2025, at 6:30 p.m. at Eastvale City Hall Council Chambers, 12363 Limonite Avenue, Suite 900, Eastvale, CA 91752.

17. AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: City Hall, 12363 Limonite Avenue, Suite 910 and website of the City of Eastvale (www.eastvaleca.gov,) not less than 72 hours prior to the meeting.

_____

Marc A. Donohue, MMC
City Clerk

MINUTES
CITY OF EASTVALE

Special Meeting of the Eastvale City Council
Wednesday, February 26, 2025
Special Meeting: 9:00 A.M.

Eastvale City Council Chambers
12363 Limonite Avenue, Suite 900
Eastvale, CA 91752

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1. CALL TO ORDER

The special meeting of the Eastvale City Council was called to order at 9:00 a.m. by Mayor McMinn.

2. ROLL CALL

Present: Councilmembers Dinco, Lorimore, Rigby, Mayor Pro Tem Yow, and Mayor McMinn.

Absent: None

City Staff Present: City Manager Orme, City Attorney Vega, and Government Services Director/ City Clerk Donohue.

3. PLEDGE OF ALLEGIANCE

Councilmember Dinco led the Pledge of Allegiance.

4. WORKSHOP

4.1 Strategic Plan Workshop

Jacob Greene from Jacob Green and Associates presented a PowerPoint presentation and answered related questions.

Mayor McMinn opened the public comment period. Hearing no response, Mayor McMinn closed the public comment period.

The City Council provided direction to staff on updates to the City's Strategic Plan to bring back for formal adoption.

5. CLOSED SESSION PUBLIC COMMENT – None

6. CLOSED SESSION ITEMS

6.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Government Code Section 54956.8) Property: 14600 Baron Drive, Eastvale, CA, APN 130-040-007, APN 130-050-003 Agency negotiator: Gustavo Gonzalez, Community Development Director, Jimmy Chung, Public Works Director/City Engineer, and Enswins Cordero, Asst. Director of Community Services & Recreation Negotiating parties: Riverside County Regional Park and Open Space District, Army Corps of Engineers Under negotiation: price and terms of payment

City Attorney Vega stated that no reportable action was taken.

6.2 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Section 54956.9: 1 case Facts and Circumstances: An allegation of irregularity with respect to the bidder prequalification process for the City's civic center project was made by a prospective bidder who was not included on the list of prequalified bidders approved by the City Council on January 22, 2025

City Attorney Vega stated that no reportable action was taken.

ADJOURNMENT – Mayor McMinn adjourned the special meeting at 11:42 a.m.

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Marc A. Donohue, MMC
City Clerk

MINUTES
CITY OF EASTVALE

CITY COUNCIL/EASTVALE PARKING AUTHORITY/EASTVALE PUBLIC FINANCING AUTHORITY MEETING
Wednesday, February 26, 2025
Regular Meeting: 6:30 PM

City Hall Council Chambers
12363 Limonite Avenue, Suite 900
Eastvale, CA 91752

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1. CALL TO ORDER

The regular meeting of the Eastvale City Council/Eastvale Parking Authority/Eastvale Public Financing Authority Meeting was called to order at 6:30 p.m. by Mayor/Chair McMinn.

2. ROLL CALL

Present: Councilmembers/Board Members Christian Dinco, Clint Lorimore, Todd Rigby, Mayor Pro Tem/Vice Chair Jocelyn Yow, and Mayor/Chair Mike McMinn.

Absent:

City Staff
Present: City Manager/Executive Director Mark Orme, City Attorney/General Counsel Erica Vega, and Government Services Director/City Clerk/Secretary Marc Donohue were present at Roll Call. Other staff members were present.

3. CLOSED SESSION PUBLIC COMMENT – None

4. CLOSED SESSION ITEM(S)- None

5. INVOCATION

Councilmember/Board Member Dinco offered the invocation.

6. PLEDGE OF ALLEGIANCE

Councilmember/Board Member Lorimore led the Pledge of Allegiance.

7. ADDITIONS/REVISIONS – None

8. PRESENTATIONS/ANNOUNCEMENTS – None

9. AGENCY PARTNER UPDATES

9.2 Eastvale Library Update

Jamie Shin and Mia Becerra from the Riverside Couty Library System provided an update.

Mayor Pro Tem/Vice Chair Yow entered the meeting at 6:36 p.m.

9.1 YMCA Update

Audrie Echnoz, CEO of the Corona-Norco YMCA provided an update.

9.3 Youth Council Update

Dev Raturi from the Youth Council provided an update.

10. PUBLIC COMMENT

The following individuals provided public comment:

- Kathy and Debbie

11. CONSENT CALENDAR

On motion of Councilmember/Board Member Lorimore second Councilmember/Board Member Rigby, the City Council/Eastvale Parking Authority voted unanimously to approve the Consent Calendar.

11.1 City Council Meeting Minutes

The City Council approved the amended City Council meeting minutes from July 27, 2022, and the City Council/Eastvale Parking Authority/Eastvale Public Financing Authority meeting minutes from the regular meeting on February 12, 2025.

11.2 Warrant Register: November 2024

The City Council approved the payment of warrants as submitted by the Finance Department under Attachment 1.

11.3 Warrant Register: December 2024

The City Council approved the payment of warrants as submitted by the Finance Department under Attachment 1.

11.4 Warrant Register: January 2025

The City Council approved the payment of warrants as submitted by the Finance Department under Attachment 1.

11.5 Treasurer's Report: January 2025

The City Council received and filed the City Treasurer's Report.

11.6 Planning Division Update

The City Council received and filed the Planning Division Update.

11.7 Public Works Department Update

The City Council received and filed the Public Works Department Update.

11.8 Professional Services Agreement with Eide Bailly LLP for Accounting Services

The City Council:

1. Approved the Professional Services Agreement with Eide Bailly, LLP for a not to exceed amount of $175,000; and
2. Authorized the City Manager to execute all necessary documents.

11.9 Amendment No. 1 to Professional Services Agreement with RAMS for Accounting Services

The City Council:

1. Approved Amendment No. 1 to the Professional Services Agreement with RAMS with a revised scope, term, and compensation for a total not-to-exceed amount of $236,265; and
2. Authorized the City Manager to execute all necessary documents.

11.10 Approval of Purchase Agreements for Goods for Traffic and Street Signs and Materials

The City Council:

1. Approved two Purchase Agreements for Goods with Safety Network Traffic Signs, Inc. and Safety Sign Company to provide as-needed traffic and street signs and materials, in a total not-to-exceed amount of $120,000 for the initial term of approximately sixteen months (February 27, 2025, to June 30, 2026), and up to four one-year renewal options thereafter, with a not-to-exceed amount of $90,000 per fiscal year for subsequent contract years; and

2. Found that it is in the best interest of the City to exempt this procurement from strict compliance with the City's bidding procedures; and
3. Authorized the City Manager to execute the agreements.

11.11 First Amendment to Professional Services Agreement with Urban Futures, Inc. for Financial Advisory Services

The City Council:

1. Approved First Amendment to the Professional Services Agreement Amendment with Urban Futures, Inc. with a revised term and total not to exceed amount of $102,600; and
2. Authorized the City Manager to execute all necessary documents.

11.12 Eastvale Post Office Federal Appropriations Funding Request Letter

The City Council approved a letter requesting Congresswoman Norma Torres to submit a $8.5 million allocation request for the United States Postal Service to establish a new post office in Eastvale through the FY 2024-2025 Federal Appropriations Funding Request process.

11.13 Eastvale Brush Fire Fuel Removal Congressional Community Project Funding Support Letter

The City Council approved a letter supporting the submittal of a FY 2024-2025 $2,350,820 Congressional Community Project Funding Request for the Eastvale Brush Fire Fuel Removal Project.

11.14 Approval of Letter of Support for Ontario International Airport's FY 2026 International Arrivals Facility Modernization Project Community Project Funding Request

The City Council approved a letter supporting the Ontario International Airport's FY 2026 Community Project Funding Request to fund its International Arrivals Facility Modernization Project.

11.15 Approval of Task Order No. 19 to the On-Call Agreement with CSG Consultants for Eastvale Square Plan Check Reviews

The City Council:

1. Approved Task Order 19 for the On-call Contract with CSG Consultants, Inc. for the plan check reviews of the Eastvale Square project in the amount of $75,000; and
2. Authorized the City Manager to execute all necessary documents.

11.16 Professional Services Agreement with Danken, Inc. for the Constructability Review of Limonite Gap Pedestrian Bridge Project

The City Council authorized the City Manager to execute a contract with Danken, Inc. for an amount of $31,476 to provide constructability review service of Limonite Gap Pedestrian Bridge Project through project completion.

11.17 Approval of Agreement with Outdoor Dimensions, LLC for Civic Center Signs

The City Council:

1. Approved an agreement for minor construction services with Outdoor Dimensions, LLC for Civic Center Signs for an amount not to exceed $35,874.50; and
2. Determined compliance with the formal bidding process is not in the best interest of the City and authorize City staff to utilize the informal competitive bidding process for this purchase.

12. PUBLIC HEARINGS – None

13. CITY COUNCIL/EASTVALE PUBLIC FINANCING AUTHORITY/EASTVALE PARKING AUTHORITY BUSINESS

13.1 Workshop on Land Use Types: Drive-Throughs, Car Washes, Fueling Station, Storage Facilities, and Truck/Trailer Rental and Storage

Senior Planner Lim presented a PowerPoint presentation and answered related questions.

Mayor McMinn opened the public comment period. Hearing no response, Mayor McMinn closed the public comment period.

The City Council received the presentation and provided feedback.

13.2 Public Safety Commission Meeting Schedule

Community Safety Director Terfehr provided a verbal presentation and answered related questions.

Mayor McMinn opened the public comment period. Hearing no response, Mayor McMinn closed the public comment period.

The City Council provided direction that the Public Safey Commission meet on a monthly basis, cancel meetings if there are no agenda items, and think of new ways to engage and reinvent the Commission.

13.2 First Amendment to City Manager Employment Agreement

City Attorney Vega provided a verbal presentation and answered related questions.

Mayor McMinn opened the public comment period. Hearing no response, Mayor McMinn closed the public comment period.

On motion of Mayor Pro Tem Yow and second by Councilmember Rigby, the City Council voted unanimously to approve the First Amendment to the Employment Agreement for the position of City Manager and authorize the Mayor to execute the First Amendment.

14. CITY MANAGER/CITY STAFF REPORT

City Manager Orme provided an update on upcoming City events.

15. CITY COUNCIL COMMUNICATIONS/COMMITTEE REPORTS

15.1 League of California Cities

No report was provided.

15.2 Southern California Association of Governments

No report was provided.

15.3 Western Riverside Council of Governments

Councilmember Dinco provided a report.

15.4 Riverside Transit Agency

Mayor Pro Tem Yow provided a report.

15.5 Northwest Mosquito and Vector Control District

No report was provided.

15.6 Riverside County Transportation Commission

Councilmember Lorimore provided a report.

15.7 Western Riverside County Regional Conservation Authority

No report was provided.

15.8 Finance Committee

No report was provided.

15.9 Eastvale Schools Committee

No report was provided.

15.10 Business and Development Success Ad-Hoc Committee

No report was provided.

15.11 Eastvale Legislative Ad-Hoc Committee

No report was provided.

15.12 Eastvale Community Services Ad-Hoc Committee

No report was provided.

15.13 E-Commerce Online Sales and Use Tax Ad-Hoc Committee

Mayor Pro Tem Yow provided a report.

15.14 City Council Communications

The City Council provided comments.

ADJOURNMENT – Mayor/Chair McMinn adjourned the regular meeting at 8:03 P.M. The next regular meeting of the Eastvale City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting is scheduled for Wednesday, March 12, 2025, at 6:30 P.M.

Marc A. Donohue, MMC
City Clerk

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting
CONSENT CALENDAR
Agenda Item No. 11.2
March 12, 2025

Professional Services Agreement (PSA) with Ardurra Group, Inc. for an Engineering and Traffic Survey (E&TS) Update

Prepared By:

Jimmy Chung, Public Works Director/City Engineer

Recommended Action(s)

Staff recommends that the City Council authorizes the City Manager to execute a Professional Services Agreement (PSA) with Ardurra Group, Inc. and all related necessary documents , for the City's Engineering and Traffic Survey (E&TS) Update.

Summary

In accordance with the California Vehicle Code (CVC), the City of Eastvale conducts Engineering and Traffic Survey (E&TS) to ensure that speed limits remain enforceable and compliant with state requirements. The City's most recent E&TS Survey was approved by the City Council on January 26, 2022, and several street segments are now due for reevaluation. Additionally, two new segments on Limonite Avenue, west of Archibald Avenue, have been added to the City's roadway network and will need to be surveyed for establishing the speed limit. A few roadway segments fronting the major development project such as Leal and Walmart are undergoing changes, such as restriping or widening, which alter their characteristics, will also require a resurvey for continued enforcement.

The scope of work will update a total of seventeen (17) roadway segments, nine (9) of which were last updated in the City of Eastvale's 2018 E&TS and will expire in June 2025; five (5) of which were last updated in the City of Eastvale's 2021 E&TS with four (4) needing updating due to changed roadway characteristics from offsite development-related roadway widenings/City improvements and one (1) being split from a larger segment due to different roadway characteristics; one (1) of which was last updated in the City of Eastvale's 2022 E&TS and needs updating due to changed roadway characteristics from a new raised median; and two (2) new segments that were recently

constructed. The following roadway segments are to be studied:

1. 65th Street between Archibald Avenue and Sumner Avenue
2. Archibald Avenue between Bluff Street and Wind River/Grapewin Street
3. Archibald Avenue between Schleimsan Road and Bellegrave Avenue
4. Cantu-Galleano Ranch Road between Hamner Avenue and the I-15 Freeway
5. Goodman Way between Cantu-Galleano Ranch Road and Hamner Avenue
6. Hamner Avenue between Limonite Avenue and Bellegrave Avenue
7. Hamner Avenue between Bellegrave Avenue and Cantu-Galleano Ranch Road
8. Hamner Avenue between Cantu-Galleano Ranch Road and Riverside Drive
9. Hamner Avenue between Riverside Drive and Philadelphia Street
10. Harrison Avenue between Limonite Avenue and Blossom Way
11. Limonite Avenue between Hellman Avenue and the Cucamonga Creek Channel
12. Limonite Avenue between the Cucamonga Creek Channel and Archibald Avenue
13. Limonite Avenue between Archibald Avenue and Sumner Avenue
14. Limonite Avenue between Sumner Avenue and the East City Limit
15. Riverside Drive between Hamner Avenue and Archibald Avenue
16. Scholar Way between Citrus Street and Schleisman Road
17. Schoalr Way between Limonite Avenue and Bellegrave Avenue

The timing of the E&TS study is being affected by offsite roadway widenings by private developments and public improvements. To address the situation, the seventeen (17) segments have been divided into three (3) phases listed below, reflecting when the traffic data is expected to be collected, based on the status of the roadway construction. A separate E&TS will be prepared for the street segments in each phase. However, since it is unknown when any of the construction will actually be completed, the segments in a phase may change, to an earlier or later phase as construction is actually completed. The goal of this project is to include as many of the segments in Phase 1 as possible and minimize the lapsing.

<u>Phase 1</u>

New Street Segments to Establish Speed Limits:

1. Limonite Avenue – between Hellman Avenue and Cucamonga Creek Channel
2. Limonite Avenue – between Cucamonga Creek Channel and Archibald Avenue

Expiring Street Segments Requiring Reevaluation:

1. 65th Street – between Archibald Ave and Sumner Ave (Segment 2)
2. Goodman Way – between Cantu-Galleano Ranch Rd and Hamner Ave (Segment 19)
3. Hamner Avenue – between Bellegrave Ave and Cantu-Galleano Ranch Rd (Segment 23)
4. Hamner Avenue – between Cantu-Galleano Ranch Rd and Riverside Dr (Segment 24)
5. Riverside Drive – between Hamner Ave and Archibald Ave (Segment 38)
6. Scholar Way – between Citrus St and Schleisman Rd (Segment 43)

Street Segment Requiring Reevaluation due to Splitting Off the End of a Segment:

1. Harrison Avenue - between Limonite Avenue to Blossom Way

Street Segment Requiring Reevaluation due to change in characteristic:

1. Archibald Avenue - between Bluff Street and River/Grapewin St (Segment 7)
2. Cantu Galleano Ranch Road - between Hamner Avenue to I-15 Freeway (Segment 14)

Phase 2

Street Segments Requiring Reevaluation due to expiration of the existing speed limit and change in characteristic:

1. Limonite Avenue – between Sumner Ave and East City Limit (Segment 32)
2. Hamner Avenue – between Riverside Dr and Philadelphia St (Segment 25)

Street Segment Requiring Reevaluation due to change in characteristic:

1. Hamner Avenue - between Limonite Ave and Bellegrave Ave (Segment 22)
2. Scholar Way - between Limonite Ave and Bellegrave Ave (Segment 45)

Phase 3

Street Segments Requiring Reevaluation due to expiration of the existing speed limit and change in characteristic:

1. Limonite Avenue – between Archibald Ave and Sumner Ave (Segment 31)
2. Archibald Avenue - between Schleisman Road to Bellegrave Avenue (Segment 9)

Each phase will have a separate E&TS report prepared, which will be submitted separately for City Council approval. This will allow the updated speed limits on the unaffected segments to be approved before the current speed limits expire.

Background

To complete the E&TS update, staff recommends approving a PSA with Ardurra to ensure speed limits remain enforceable and compliant in accordance with the CVC and CA MUTCD requirements. The CVC requires speed limits to be established based on a E&TS Survey rather than arbitrary methods (CVC Section 22350). These surveys evaluate roadway conditions, traffic patterns, and driver behavior through three key elements: (1) spot speed radar survey, (2) collision rate analysis, and (3) roadway segment field review to identify roadway characteristics not readily apparent to motorists. Ardurra will conduct the E&TS Survey and provide the necessary analysis to establish compliant speed limits that enhance public safety. This effort will ensure the City's traffic surveys remain current, supporting effective traffic management and enforcement while allowing flexibility in speed limit adjustments based on evolving roadway conditions.

Ardurra's scope of work includes updating fifteen (15) roadway segments from the City's previous E&TS Survey and incorporate changes resulting from recent roadway improvements. Additionally, two (2) newly constructed segments along Limonite Avenue will be included, bringing the total to seventeen (17) segments.

Scope of Work:

- Reviewing applicable state guidelines and regulations (CA MUTCD & CVC), including recent legislative changes affecting speed limit setting (AB 43 and AB 1938).

- Collecting and analyzing traffic data in phases to account for ongoing roadway construction and development-related modifications.
- Preparing updated reports to support speed limit recommendations in compliance with state regulations.
- Enforceability of speed limits via radar/lidar by completing necessary updates before existing surveys expire.

Eastvale Municipal Code Section 4.06.090 authorizes the City to procure professional services through any means deemed appropriate by the finance director, including but not limited to direct negotiation. Approval of this contract is recommended by City staff on the basis of Ardurra Group, Inc.'s demonstrated expertise, familiarity with Eastvale's roadways, and cost-effective proposal. The proposed agreement ensures the E&TS Survey will be completed before the expiration of current speed surveys to maintain enforceability. Upon completion, staff will return to the City Council with any necessary speed limit adjustment recommendations.

Environmental

Approval of the agreement is categorically exempt from California Environment Quality Act (CEQA) review under CEQA Guidelines Section 15301 – Existing Facilities.

Strategic Plan Action - Priority Level: 2 | Target #: E | Goal #: G

Improve traffic mobility and management.

Fiscal Impact

The total cost for the City's E&TS Update will not exceed $60,000, which includes a proposed base cost of $53,570 plus a contingency amount of $6,430, which includes data collection, analysis, reporting, and coordination with City staff and law enforcement. Funds are available in the General fund, Operating Budget, Contract Services Account Number 100-320-6490.

Prior City Council/Commission Action

- **July 24, 2013 –** City Council approved the establishment of speed limits on various street segments in Eastvale.
- **February 12, 2014 | June 24, 2015 | July 11, 2018 –** City Council approved subsequent amendments to the established speed limits.
- **January 12, 2022 –** City Council unanimously voted to introduce an ordinance amending Chapter 10.02 of Title 10 of the Eastvale Municipal Code to update speed limits on certain streets.
- **January 26, 2022 –** City Council approved the second reading of the ordinance amending Chapter 10.02
- **December 14, 2022 –** City Council approved to amend Chapter 10.02 to further establish speed limits on certain streets.

Attachment(s)

Attachment 1 - Professional Service Agreement
Attachment 2 - Exhibit A - SOW
Attachment 3 - Exhibit B - Pricing

AGREEMENT FOR SERVICES
FOR UPDATE TO CITY OF EASTVALE'S
ENGINEERING AND TRAFFIC SURVEY

This Agreement for Services ("Agreement") is entered into as of this ____ day of _____, 2025 by and between the City of Eastvale, a municipal corporation ("City") and Ardurra Group, Inc., a Florida corporation ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by direct negotiation the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for 24 months commencing on the date first ascribed above.

SECTION 2. SCOPE OF SERVICES.

Contractor agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Fifty-three Thousand Five Hundred Seventy Dollars ($53,570), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject (for Contractor's failure to perform its work in accordance with the standard of care set forth herein) any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys,

reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City upon payment to Contractor therefor in accordance with this Agreement and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All final work product developed by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by Contractor, not City.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to the Services, including expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars ($10,000.00), this Agreement and the Contractor's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of

such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's personnel. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's personnel are in any manner officials, officers, or employees of City.

(c) Neither Contractor, nor any of Contractor's personnel shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor, its officers, employees, agents or subcontractors, may have to any such rights. Contractor's indemnity obligations in Section 16 "Indemnification" of this Agreement include the obligation to indemnify the City from and against any liability that may arise related to claims that Contractor, its officers, employees, agents or subcontractors, are entitled to retirement, health care or any other benefits that accrue to City employees. This provision shall survive the expiration or earlier termination of this Agreement.

SECTION 9. STANDARD OF PERFORMANCE.

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services in accordance with such standard of care. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to

Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

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

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of

the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

(c) City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any

such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Eastvale
Attn: Community Development Director
12363 Limonite Ave., Suite 910
Eastvale, CA 91752

To Contractor: Ardurra Group, Inc.
Attention: Carmen Kasner
3737 Birch St., Suite 250
Newport Beach CA 92660

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 “Amendment” and the City Manager’s contracting authority under the Eastvale Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if it does not exceed the amount that may be approved administratively pursuant to the Eastvale Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City’s City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City’s rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF EASTVALE

_____
Mark Orme
City Manager

ATTEST:

_____
Marc Donohue
City Clerk

APPROVED AS TO FORM

_____
Erica Vega
City Attorney

ARDURRA GROUP, INC.

Nicole Jules 2/26/25
Nicole Jules
Traffic & Transportation Group Leader

EXHIBIT "A"
SCOPE OF SERVICES

EXHIBIT "B"
COMPENSATION

EXHIBIT "C"
INSURANCE

A. Insurance Requirements. Contractor shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:

(1) Commercial General Liability. $1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. $1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than $2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than $1,000,000 per occurrence.

(4) Professional Liability. $1,000,000 per occurrenceclaim.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor’s insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor’s insurance.

(3) Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

Scope of Work

Update the Engineering & Traffic Survey (E&TS) for Seventeen (17) Segments

The purpose of an E&TS is to assist in setting the speed limit for a given street segment. Certain sections of the California Vehicle Code (CVC) allow local governments to set speed limits other than the prima facie speeds of 25 mph, 55 mph or 65 mph for streets in their jurisdiction. This E&TS will be prepared pursuant to the latest requirements in the CVC and the California Manual on Traffic Control Devices (CA MUTCD) for setting speed limits. An E&TS must be updated every 5, 7 or 14 years, depending on circumstances, in order to continue to enforce speed limits using radar/lidar.

This scope of work will update a total of seventeen (17) roadway segments, nine (9) of which were last updated in the City of Eastvale's 2018 Engineering and Traffic Survey and will expire in June 2025; five (5) of which were last updated in the City of Eastvale's 2021 Engineering and Traffic Survey with four (4) needing updating due to changed roadway characteristics from offsite development-related roadway widenings/City improvements and one (1) being split from a larger segment due to different roadway characteristics; one (1) of which was last updated in the City of Eastvale's 2022 Engineering and Traffic Survey and needs updating due to changed roadway characteristics from a new raised median; and two (2) new segments that were recently constructed. The roadway segments to be studied are:

1. 65th Street between Archibald Avenue and Sumner Avenue
2. Archibald Avenue between Bluff Street and Wind River/Grapewin Street (Roadway Change)
3. Archibald Avenue between Schleisman Road and Bellegrave Avenue (Roadway Change)
4. Cantu-Galleano Ranch Road between Hamner Avenue and the I-15 Freeway (Roadway Change
5. Goodman Way between Cantu-Galleano Ranch Road and Hamner Avenue
6. Hamner Avenue between Limonite Avenue and Bellegrave Avenue (Roadway Change)
7. Hamner Avenue between Bellegrave Avenue and Cantu-Galleano Ranch Road
8. Hamner Avenue between Cantu-Galleano Ranch Road and Riverside Drive
9. Hamner Avenue between Riverside Drive and Philadelphia Street
10. Harrison Avenue between Limonite Avenue and Blossom Way (New Separate Segment)
11. Limonite Avenue between Hellman Avenue and the Cucamonga Creek Channel (New)
12. Limonite Avenue between the Cucamonga Creek Channel and Archibald Avenue (New)
13. Limonite Avenue between Archibald Avenue and Sumner Avenue
14. Limonite Avenue between Sumner Avenue and the East City Limit
15. Riverside Drive between Hamner Avenue and the East City Limit
16. Scholar Way between Citrus Street and Schleisman Road
17. Scholar Way between Limonite Avenue and Bellegrave Avenue (Roadway Change)

The timing of the E&TS study is being affected by offsite roadway widenings by private development, and public improvements as follows:

- The construction of a raised median on Cantu-Galleano Ranch Road is expected to be completed by March 2025. It is expected that the construction will be completed prior to data collection.
- The construction of a raised median on Archibald Avenue between Bluff Street and Wind River/Grapewin Street are expected to be completed in March 2025. It is expected that the construction will be completed prior to data collection.
- The construction of a raised median and roadway widening on Archibald Avenue south of Limonite Avenue may be completed by September 2025 or in up to a year.
- The widening of Hamner Avenue north of Riverside Avenue is expected to be completed by mid-April 2025.

- The widening of Hamner Avenue between Limonite Avenue and 58th Street is expected to be completed by May 2025.
- The construction of a raised median and roadway widening on Limonite Avenue between Scholar Way and Hamner Avenue are expected to be completed by May 2025.
- The widening of Scholar Way between Limonite Avenue and 58th Street is expected to be completed by May 2025.
- The widening of Limonite Avenue east of Archibald Avenue may be completed by September 2025 or in up to a year.

To address the situation, the seventeen (17) segments have been divided into three (3) phases listed below, reflecting when the traffic data is expected to be collected, based on the status of the roadway construction. A separate E&TS will be prepared for the street segments in each phase. However, since it is unknown when any of the construction will actually be completed, the segments in a phase may change, to an earlier or later phase as construction is actually completed. The goal is to include as many of the segments in Phase 1 as possible.

E&TS Phases:

- Phase 1: Traffic data will be collected immediately
  - Two (2) new street segments
  - Six (6) street segments requiring reevaluation due to the expiration of the existing speed limit
  - One (1) street segment requiring reevaluation due to dividing one (1) segment into two (2) segments for roadway characteristics consistency. The main segment will not be reevaluated, however, one of its limits will change.
  - Two (2) street segments requiring reevaluation due to a change in roadway characteristics from roadway widening, raised median
- Phase 2: Traffic data expected to be collected in May or June 2025, after roadway construction is completed
  - Two (2) street segments requiring a reevaluation due to the expiration of the existing speed limit and due to a change in the roadway characteristics from roadway widening
  - Two (2) street segments requiring reevaluation due to a change in the roadway characteristics from roadway widening
- Phase 3: Traffic data could be collected in May or June 2025 or may be collected in up to a year.
  - One (1) street segment requiring a reevaluation due to the expiration of the existing speed limit and due to a change in the roadway characteristics from roadway widening
  - One (1) street segment requiring a reevaluation due to having a change in the roadway characteristics from roadway widenings

Each phase will have a separate E&TS report prepared, which will be submitted separately for City Council approval. This will allow the updated speed limits on the unaffected segments to be approved before the current speed limits expire.

Table 1 summarizes the segments that are planned for each phase. For each segment, the table includes the street segment number in the most recent E&TS, the date of the previous E&TS that set the current speed limit, the speed limit expiration date and, where applicable, the estimated completion date of the current roadway work. As previously noted, the segments could change phases depending on when the roadway construction is actually completed.

Table 1

Summary of Segments by Phase

No.	Street	Segment	Prev E&TS Exp Date/	Est Date Rdwy Const Completed
Phase 1				
New Street Segments to Establish Speed Limit				
1.	**Limonite Ave**	Hellman Ave to the Cucamonga Creek Channel	N/A – New	--
2.	**Limonite Ave**	Cucamonga Creek Channel to Archibald Ave	N/A - New	--
Street Segments Requiring Reevaluation Due to Expiration of Existing Speed Limit				
1.	**65th St** (Segment 2)	Archibald Ave to Sumner Ave	2018 E&TS 6/5/25	--
2.	**Goodman Way** (Segment 19)	Cantu-Galleano Ranch Rd to Hamner Ave	2018 E&TS 6/5/25	--
3.	**Hamner Ave** (Segment 23)	Bellegrave Ave to Cantu-Galleano Ranch Rd	2018 E&TS 6/5/25	--
4.	**Hamner Ave** (Segment 24)	Cantu-Galleano Ranch Rd to Riverside Dr	2018 E&TS 6/5/25	--
5.	**Riverside Dr** (Segment 36)	Hamner Ave to East City Limit	2018 E&TS 6/5/25	--
6.	**Scholar Way** (Segment 43)	Citrus St to Schleisman Rd	2018 E&TS 6/5/25	--
Street Segment Requiring Reevaluation Due to Splitting Off the End of a Segment				
1.	**Harrison Ave** (Segment 27)	Limonite Ave to Blossom Way	2021 E&TS 7/29/28	--
Street Segments Requiring Reevaluation Due to Change in Street Characteristic				
1.	**Archibald Ave** (Segment 7)	Bluff St to Wind River/Grapewin St	2021 E&TS 2/17/28	March 2025[1]
2.	**Cantu-Galleano Ranch Rd** (Segment 14)	Hamner Ave to the I-15 Freeway	2022 E&TS 5/19/22	March 2025[1]
Phase 2				
Street Segments Requiring Reevaluation Due to Expiration & Change in Street Characteristic				
1.	**Hamner Ave** (Segment 25)	Riverside Dr to Philadelphia St	2018 E&TS 6/5/25	Mid-April 2025
2.	**Limonite Ave** (Segment 32)	Sumner Ave to East City Limit	2018 E&TS 6/5/25	May 2025
Street Segments Requiring Reevaluation Due to Change in Street Characteristic				
1.	**Hamner Ave** (Segment 22)	Limonite Ave to Bellegrave Ave	2021 E&TS 2/17/28	May 2025
2.	**Scholar Way** (Segment 45)	Limonite Ave to Bellegrave Ave	2021 E&TS 7/29/28	May 2025
Phase 3				
Street Segments Requiring Reevaluation Due to Expiration & Change in Street Characteristic				
1.	**Limonite Ave** (Segment 31)	Archibald Ave to Sumner Ave	2018 E&TS 6/5/25	Begins 3/25, up to 1 yr
Street Segments Requiring Reevaluation Due to Change in Street Characteristic				
1.	**Archibald Ave** (Segment 9)	Schleisman Rd to Bellegrave Ave	2021 E&TS 2/18/28	Completed in up to 1 yr

[1] It is expected that construction will be completed prior to data collection. If not, the segment will be moved to Phase 2.

Each E&TS will include the required elements described below, for each study segment.

A. Review of the CA MUTCD and CVC

1. Review the CA MUTCD 2014 rev 8 and CVC regarding the most recent updates for setting speed limits, related to Assembly Bill (AB) 43 and AB 1938, which now provide local authorities greater flexibility in setting speed limits beyond the previous 85th percentile standards. Determine applicability of revisions to Eastvale and discuss any relevant changes with City staff. Modify the analysis as indicated.

B. Data Collection

Data collection consists of daily traffic counts and radar speed surveys of each study segment. A list/map of the study segments will be provided to Counts Unlimited, the traffic data collection firm we propose to use.

1. Daily Traffic Counts
    a. Order 24-hour two-way daily traffic counts, one per segment. Counts will be collected as follows:
        1. At a location that's approximately mid-segment, away from intersections or large driveways, is representative of the segment, and where there would not be any interference with the counting device.
        2. On a typical weekday, and not during inclement weather.
        3. During the specified time frame and in compliance with any special conditions.
2. Radar Speed Surveys
    a. Order a radar speed survey for each study segment, as follows:
    b. Surveys will be collected per CA MUTCD, as follows:
        1. For at least 1 hour, with a minimum of 100 readings, with at least 50 readings in each direction
        2. Under normal, free-flow, traffic conditions, with nothing that disrupts the normal flow of traffic, such bad weather, nearby roadway construction/traffic detours. If any such conditions exist, the survey shall be rescheduled.
        3. During off-peak hours so traffic is free-flowing.
    c. Deliverables:
        1. Pdfs of the original hand-written survey sheets
        2. Summary survey sheets
        3. Certifications for the radar/lidar gun and the operator(s)
3. Field Review & Confirmation
    a. This information is used to determine if the speed limit indicated by the speed survey should be adjusted, based on the CVC & CA MUTCD.
    b. Conduct an in-person field review of existing conditions for each segment and record the conditions using a video cam. Review the conditions, noting certain parameters such as conditions not readily apparent to motorists, adjacent land uses, presence of pedestrians and bicyclists, heavy trucks, buses, horizontal & vertical curves, and poor pavement, etc.
    c. For the nine (9) segments that were last updated in the 2018 E&TS, the existing conditions will be compared to those previously recorded and will be confirmed or updated with changes. For the six (6) segments that were last updated in the 2021 E&TS, and have since been widened, the existing conditions will be updated with the changes. For the two new segments, new E&TS Summary Sheets will be prepared, showing the current conditions.

4. Traffic Collisions
    a. Download the traffic collision data for the most recently available 2-year period from the Statewide Integrated Traffic Records System (SWITRS) website.
    b. Only mid-block, speed-related collisions are used in the analysis.
    c. Identify the mid-block, speed-related collisions for the relevant 2-year period for each study segment.

C. Analysis

1. Speed Survey Summary
    a. Update Table 1, Segment Spot Speed Summary, from the previous E&TS, which summarizes the speed survey data for each segment.
2. Collision Analysis
    a. Update Table 2, Collision Analysis, from the previous E&TS, which summarizes the traffic collision data for each segment.
    b. Calculate the current collision rate for each segment, based on the following equation, and add it to the table:

$$\text{Collision Rate} = \frac{\#\ \text{Collisions} \times 1{,}000{,}000}{730\ \text{days} \times \text{ADT} \times \text{Length}}\ \text{in Collisions/Million Vehicle Miles (MVM)}$$

Where, Collisions = for 2 yrs, 2 yrs = 730 days, ADT = vehicles per day, and Length = segment length in miles

    c. Obtain the statewide average collision rate for a similar roadway from the most recent version of Caltrans *Collision Data on California State Highways.* If available, more local average collision rates will be used, such as for Riverside County.
    d. Compare the segment collision rate to the statewide average rate and enter result into Table 2, Collision Analysis of the E&TS.
3. E&TS Summary
    a. Prepare an E&TS Summary Sheet for each of the two new segments. Update the fifteen summary sheets from the previous 2018 and 2021 E&TSs, based on the field review.
    b. Determine the recommended speed limit for each segment and note the recommendations on the summary sheets and in the speed survey summary table (Table 1 of E&TS).
    c. Each summary sheet will be signed & stamped by the consultant Traffic Engineer.
4. Strip Map
    a. This is a non-standard requirement for a basic E&TS per CA MUTCD; however, it is required by the local Traffic Commissioner for the City of Eastvale and other nearby cities in Riverside County.
    b. Prepare a strip map for each new segment. Strip maps from the previous E&TSs will be updated, as needed.

D. Reports

1. Report for City Council Approval
    a. Prepare a draft E&TS report for City staff to review, using the previous E&TS as a template. A separate E&TS report will be prepared for each project phase.
    b. Finalize the report for the City Council meeting, based on staff comments.

c. After City Council approval of each E&TS:
   1. Update the Cover sheet to include the date the Amendment was adopted and the Ordinance number.
   2. Attach the signed ordinance to the E&TS.
   3. Cover sheet will be signed and stamped by the consultant Traffic Engineer or designated City Traffic Engineer.
   4. Certification will be signed and stamped by the consultant Traffic Engineer or designated City Traffic Engineer and certified by a Notary Public.
   5. The original signed documents will be provided to the City for their records, including the Cover sheet, Certification with Notarization, copies of the original handwritten speed survey sheets and the E&TS Summary Sheets.

2. Traffic Commissioner's Packet
   a. This is a non-standard requirement by the Traffic Commissioner for Eastvale and other nearby cities in Riverside County. Without it, the court will dismiss any citations.
   b. After the City Council-approved E&TS has been signed and stamped by the consultant Traffic Engineer or designated City Traffic Engineer, a Traffic Commissioner's Packet for each study segment will be prepared and a pdf of the packet will be provided to the City. Each packet will contain:
      1. Packet Cover sheet with Certification, signed and stamped by City Traffic Engineer (provide originals to City for their records).
      2. Certification page from E&TS
      3. E&TS Summary Sheet
      4. Table 1, from E&TS, with segment highlighted
      5. Radar Speed Survey
      6. Handwritten Survey Sheet
      7. Strip Map
      8. Table 2, from E&TS, with segment highlighted
      9. "Original" traffic collision records from SWITRS

E. Optional Task: Future Changes to the CA MUTCD regarding the E&TS

1. In January 2024, the FHWA released the National MUTCD, 11th Edition. All states are required to adopt it or a state version by January 2026. California is preparing its own version, to be released in January 2026. The revisions are well underway. It will affect the City's next E&TS in 2028.
2. The 11th National Edition includes a number of new changes that will affect the E&TS in the 2026 CA MUTCD. The changes are primarily related to reducing speed limits to accomplish the Vision Zero and the Safe System Approach goal to reduce/eliminate fatal and serious injury crashes. Emphasis is placed on modifying the roadways to encourage reduced speeds rather than only setting lower speed limits and expecting traffic to comply without heavy enforcement. Advanced planning is required to identify hotspots and plan/implement improvements.
3. If this optional task is selected, we will include a summary of the changes to setting speed limits in the 11th National Edition and how they are likely to appear in the 2026 CA MUTCD. If this optional task is not selected, it is recommended that it be performed immediately following the release of the 2026 CA MUTCD, expected in January 2026.

KEY PERSONNEL & FEE

We propose to provide a team of qualified, licensed traffic engineers and technicians for this project. Our team has extensive experience in preparing engineering and traffic surveys, including the 2018, 2021 and 2022 E&TSs for the City of Eastvale. The preparation of the E&TS analysis and report will be managed and supervised by Ruth Smith, TE, PTP, Senior Traffic Engineer and Nicole Jules, PE, Traffic & Transportation Group Leader.

Our total not-to-exceed fee for this project is $51,470 without the optional task added. Our fee breakdown is provided in the following table.

City of Eastvale

Cost Estimate - 2025 Engineering & Traffic Survey (17 segments, 3 phases)

Task		Hours			Data	Cost
No.	Description	Senior TE	TE Assoc	Tech Asst V	Collection	Estimate*
A.	**Preliminary Review - CA MUTCD**					
1.	Review of Latest CA MUTCD and CVC Updates	1.5	0.0	0.0		$ 315
2.	Discussion of Relevant Changes with City Staff	2.0	0.0	0.0		$ 420
3.	Modification of Analysis, as Indicated	2.0	1.0	0.0		$ 605
	Preliminary Review Subtotal	*5.5*	*1.0*	*0.0*	*$ -*	*$ 1,340*
B.	**Data Collection**					
1.	Field Review & Confirmation	4.0	11.0	0.0		$ 2,875
2.	Daily Counts & Radar Speed Surveys	1.5	2.5	0.0	$ 2,805	$ 3,583
3.	Traffic Collisions	4.0	25.5	0.0		$ 5,558
	Data Collection Subtotal	*9.5*	*39.0*	*0.0*	*$ 2,805*	*$ 12,015*
C.	**Analysis**					
1.	Segment Spot Speed Summary (Table 1 & each segment) (3 phases)	4.0	17.0	0.0		$ 3,985
2.	Collision Analysis Summary (Table 2 & each segment) (3 phases)	7.5	21.5	0.0		$ 5,553
3.	Engineering & Traffic Survey Summary Sheet (each segment) (3 phases)	13.0	33.0	0.0		$ 8,835
4.	Strip Map (each segment)	4.5	15.5	15.5		$ 6,138
	Analysis Subtotal	*29.0*	*87.0*	*15.5*	*$ -*	*$ 24,510*
D.	**Report**					
1.	Draft Report (Including draft amended ordinance) (3 phases)	11.5	15.5	0.0		$ 5,283
2.	Final Report (3 phases)	12.5	0.0	0.0		$ 2,625
3.	Packets for Traffic Commissioner (Each Segment) Packet & Segment Certifications E&TS Summary Sheet Table 1 - Segment Spot Speed Summary Radar Speed Survey Spot Speed Radar (Raw Data Sheet) Strip Map Table 2 - Collision Analysis Summary Table Midblock Collisions (Raw Data)	17.0	11.5	0.0		$ 5,698
	Report Subtotal	*41.0*	*27.0*	*0.0*	*$ -*	*$ 13,605*
	TOTAL COST - 18 SEGMENTS, 3 PHASES	**85.0**	**154.0**	**15.5**	**2805.0**	***$ 51,470***
	TOTAL COST PER SEGMENT					**$ 2,859**

* Hourly Rates: $210/hour for Traffic Engineer, $185/hour for Traffic Engineering Associate and $150/hour for Technical Assistant V.

E.	**Optional Task**					
1.	Future Changes to the CA MUTCD regarding the E&TS	10.0	0.0		$ -	$ 2,100
	TOTAL COST: E&TS + Optional Task	**95.00**	**154.00**		**$ 2,805**	**$ 53,570**

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting
CONSENT CALENDAR
Agenda Item No. 11.3
March 12, 2025

Approval of Professional Services Agreement with Hinderliter, de Llamas & Associates for Economic Development Business Attraction Analysis

Prepared By:

Alexander Fung, Economic Development Manager

Recommended Action(s)

Staff recommends that the City Council authorize the City Manager to execute a Professional Services Agreement with Hinderliter, de Llamas & Associates in the amount not-to-exceed $47,000 for an Economic Development Business Attraction Analysis, for up to a one-year contract term, with a provision for one, one-year optional extension period if needed.

Summary

The City's Economic Development Team is exploring innovative ways to attract desirable businesses and high sales tax generating businesses for the City within the limited amount of land and sites available in Eastvale. Staff desires to embark on a Business Attraction Analysis to identify top sales tax generating businesses that are currently expanding in California. The results of the study will guide the City's business attraction initiatives for the coming months.

Background

The Business Attraction Analysis will focus on evaluating market trends, business growth patterns, and various industry-specific opportunities to identify the top sales tax generating businesses in California and high sales tax generating businesses that are currently expanding in Southern California that may be interested in the City's opportunities. Understanding which high-revenue businesses are expanding can ensure that the City attracts complementary businesses that support local economic growth and fill gaps in consumer demand.

Analysis

On January 21, 2025, Request-for-Proposals (RFP) No. 25-101PG was released on the City's online bid management and publication system, PlanetBids, to solicit proposals from qualified firms to perform economic development and real estate analyses. Interested firms could submit proposals until February 13, 2025. A total of two proposals were submitted by the RFP deadline and, of those, both were determined to be responsive to the specifications and met the City's requirements. After a thorough interview and selection process, the evaluation panel composed of city staff selected Hinderliter, de Llamas & Associates, the highest-ranked firm, to conduct this study and recommended an award of a professional services agreement to this firm.

As part of this endeavor, the firm will conduct the necessary analyses to evaluate market trends, business growth patterns, and industry-specific opportunities to identify the highest top sales tax generating businesses in California. Based on the most recent credible data, the firm will identify those businesses that are expanding in California, especially those that may be interested in Eastvale's available and future commercial opportunities. Additionally, the firm will recommend targeted outreach strategies that can be implemented by city staff to attract these businesses.

This contract also directs the firm to include up to two meetings with the City's Business and Development Success Ad-Hoc Committee to gather feedback.

Environmental

Pursuant to Section 15378 of the California Environmental Quality Act (CEQA) Guidelines, organizational or administrative activities of governments that do not result in direct or indirect physical changes in the environment are not considered as CEQA projects.

Strategic Plan Action - Priority Level: 1 | Target #: B | Goal #: A

Conducting a Business Attraction Analysis supports the City to attract desirable businesses, maximize sales tax revenue from existing space, optimize the City's retail and service mix, retain local spending, and reduce sales leakage.

Fiscal Impact

The proposed Professional Services Agreement budget is $47,000. The amount is currently budgeted in the General Fund Economic Development Division's Other Contract Services account (100-302-6490).

Prior City Council/Commission Action

There were no prior City Council or Commission actions.

Attachment(s)

Attachment 1 - Business Attraction Analysis RFP
Attachment 2 - PSA with HDL Companies for Business Attraction Analysis.docx

CITY OF EASTVALE

REQUEST FOR PROPOSAL

NO. 25-101PG

BUSINESS ATTRACTION ANALYSIS AND REPORT

KEY RFP DATES:

The schedule below is tentative and subject to change at the discretion of the City, with appropriate notice to prospective proposers. All times are Pacific Standard Time.

RFP Release Date:	January 21, 2025
Optional Pre-Proposal Meeting Date:	Monday, January 27, 2025 at 12:00 PM
Deadline for Questions and Exceptions:	Thursday, January 30, 2025, by 4:00 PM
Proposal Due Date:	Thursday, February 13, 2025, by 4:00 PM

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EXHIBITS

Exhibits provided herein are for Proposers' reference only.

EXHIBIT I – SCOPE OF SERVICES SUMMARY

EXHIBIT II – SAMPLE SERVICES CONTRACT

ATTACHMENTS

A CALIFORNIA ALL-PURPOSE ACKNOWLEGEMENT

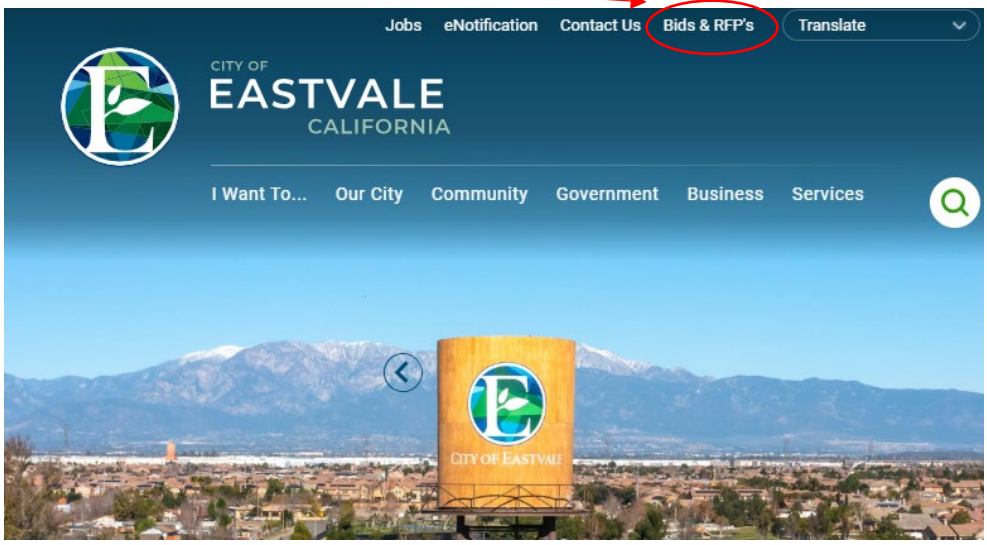
B PROPOSER'S CERTIFICATION AND PROPOSAL PRICING

C NON-COLLUSION AFFIDAVIT

D NON-LOBBYING CERTIFICATION

I. PROPOSER RFP CHECKLIST

- ☐ Download the RFP Documents from the City's website. Register if new to the City's PlanetBids website.
  - ➢ *https://www.eastvaleca.gov/home*
  - ➢ Go to Bids & RFP's



- ☐ Carefully review the entire RFP document. Questions can be submitted for clarification in accordance with the instructions provided herein.

- ☐ Attend the mandatory pre-proposal conference if one is specified in this RFP. These conferences provide firms with an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.

- ☐ Download, review, and acknowledge all addenda issued for the RFP. All addenda are released on the City's online bidding system, PlanetBids.

- ☐ Prepare your firm's proposal in the format required in the RFP. Address all sections of this RFP requiring information and proposed services in a clear and concise manner.

- ☐ Complete and include all required attachments, certifications, licenses, and other forms with proposal.

- ☐ Upload your proposal on time on the City's online bidding system. Allow sufficient time to submit proposal fully. No late proposal shall be accepted. No exceptions shall be made.

II. CITY BACKGROUND

Eastvale is the most northwest city in Riverside County, in Southern California, and is surrounded by the Cities of Chino and Ontario in San Bernardino County on the west and north and the Riverside County Cities of Jurupa Valley, Norco and Corona on the east and south. The Santa Ana River and Cucamonga Creek waterways border the city as does Interstate 15 and Highway 60.

To learn more about the City of Eastvale, please visit: https://www.eastvaleca.gov/home

III. PROJECT OVERVIEW

The City of Eastvale (City) is seeking proposals from qualified consulting firms to prepare an Economic Development Business Attraction Analysis that evaluates market trends, business growth patterns, and various industry-specific opportunities to identify top sales tax generating businesses in California, and high sales tax generating businesses that are currently expanding in Southern California and may be interested in the City's opportunities, and to help support the City's economic development initiatives. The City is particularly interested in firms that can demonstrate their background and experience in successfully performing economic development and real estate analyses.

With a limited amount of land and sites available, the City of Eastvale is exploring innovative ways to attract desirable businesses and high sales tax generating businesses. The information provided by the qualified firm in its analysis must be sufficient to guide the City's Economic Development Division in the structuring of its Business Attraction Strategy.

IV. SCOPE OF SERVICES

Consultant shall perform services as set forth below.

Task 1: Meetings and Communications

The Consultant shall host a kick-off meeting, an informational gathering meeting, a draft review meeting, and a final review meeting with city staff. The Consultant shall also include and budget for up to two additional meetings with the City's Business and Development Success Ad-Hoc Committee, which consists of two City Councilmembers, to gather feedback.

Task 2: Analysis and Report

The Consultant shall conduct the necessary analyses to evaluate market trends, business growth patterns, and industry-specific opportunities and identify the highest Top Sales Tax Generating businesses (regardless of retail or industrial) in California in either 2022 or 2023. Based on the most recent credible data and as part of their analyses, the Consultant shall also identify the high sales tax generating businesses that are currently expanding in Southern California that may be interested in Eastvale's available and future opportunities.

Once the analyses are completed, the Consultant shall draft a report that highlights the findings, including the information on specific brands or companies that the City should consider focusing on in 2025 and 2026. In highlighting the findings, the report shall include details on how the findings were reached and the analyses conducted. The report shall also identify priority industries and recommend targeted outreach strategies that can be implemented to attract these businesses. The priority industries and targeted outreach strategies shall be explained in detail in the report.

The Consultant must provide the City an opportunity to review and comment on the draft at least 60 days prior to preparing their final report. The City shall have 30 calendar days minimum to review and provide feedback to the Consultant. Consultant shall subsequently revise the draft based on the City's comments within 30 calendar days of the City's acceptance of the revised report. The Proposer's draft for City's initial review must be submitted to the City's Project Manager by April 2025.

V. OPTIONAL PRE-PROPOSAL CONFERENCE

An optional virtual pre-proposal conference will be held on the date and time specified on the cover page of this RFP. Attendance will be taken and proposers interested in participating must sign in upon entering the virtual meeting. Sign-in will be required with your name, company name, phone number, and email address typed in the "Chat" box. Please make sure attendees are able to do so if signing on to the meeting through their phone or other electronic device.

Microsoft Teams Meeting Link:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzU2NDNmNjUtZDNmMi00ODY0LThjODQtM2M2YmEzNjBlYzA4%40thread.v2/0?context=%7b%22Tid%22%3a%2211241f4c-494f-4acb-9cb3-0636c196947e%22%2c%22Oid%22%3a%2237dbf9a3-fcfc-476d-9786-3d73dab05b79%22%7d

Meeting ID: 241 892 894 711
Passcode: Pa6S8Ak7

VI. TERM OF AGREEMENT

The anticipated term of the awarded agreement is for a period of one (1) year. The City may, at its discretion, extend the agreement with the same or more limited scope of required services for one (1) additional one (1) year period, upon mutual agreement contingent upon City Council approval, or City Manager or City Attorney authorization, as appropriate. The total term of the awarded agreement shall not exceed two (2) years.

VII. MINIMUM QUALIFICATIONS

1) Proposer must have been in business continuously for the most recent five (5) years prior to the date of this RFP.

2) Minimum five (5) most recent years of experience performing similar services as those detailed in the scope of services of this RFP.
3) Proposer and key staff assigned to this project must have experience collaborating and working with elected officials, city staff, community organizations and residents.
4) Proposer and key staff assigned to this project must have experience working on economic development and real estate analyses.

VIII. SUBMITTAL INSTRUCTIONS

It is the responsibility of the Proposer to ensure that any proposals submitted have been uploaded to PlanetBids prior to the RFP due date and time. Proposals, including all required sections and forms, shall be submitted electronically via the city's online bidding system, PlanetBids. No other form of submittal will be accepted.

PlanetBids will not accept late proposals, and no exceptions shall be made. If submittal is completed by the deadline, Proposers will receive an e-bid confirmation number with a time stamp from PlanetBids indicating that their proposal was submitted successfully. The City will only receive and consider those proposals that were transmitted successfully.

Submit proposal online at: https://vendors.planetbids.com/portal/43976/bo/bo-search

Proposer shall be solely responsible for informing itself with respect to the proper utilization of the online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk and no relief will be given for late and/or improperly submitted proposals. Proposers experiencing any technical difficulties with the bid submission process may contact PlanetBids at (818) 992-1771. Questions of an operational nature may be directed to the City's assigned RFP Administrator listed in Section XI. Questions and Requests for Information or Clarification. Neither the City, nor PlanetBids, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

Proposals shall NOT be submitted via telegraphic, electronic, or facsimile means.

All notifications, updates and addenda will be posted online on PlanetBids at https://vendors.planetbids.com/portal/43976/bo/bo-search. Proposers registered with PlanetBids and have downloaded the RFP documents from the online bidding system will receive email notifications upon the release of project updates and communications. Please ensure registration and contact information is updated in PlanetBids. Proposers shall be responsible for monitoring the site to obtain information regarding this solicitation. Failure to respond to required updates may result in a determination of a nonresponsive proposal.

IX. PROPOSAL CONTENTS AND FORMAT

Proposers should structure their proposals as described below and in such a way to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Colored displays, promotional materials, photographs, etc., are not necessary nor desired. Emphasis should be concentrated on conformance to RFP instructions, responsive to the RFP requirements, and the completeness and clarity of content. Digital dividers and clear organization of content material are encouraged. Proposals shall include each of the sections listed below, and in the order presented. Failure to address all items will impact the evaluation and may classify the response as non-responsive, precluding it from further consideration.

Required Proposal Sections are as follows:

A	Title Page	F	Project Staffing and Organization
B	Letter of Transmittal	G	Project Work Plan and Schedule
C	Executive Summary	H	Cost Proposal
D	Company Background and Experience	I	Client References
E	Project Understanding	J	Appendices

Below, each section is detailed further. The required information must be included in Proposer's submissions at minimum. Additional information relative to the Proposer's experience, service or product offerings, proposed innovation, etc. may be included as supplemental information.

A. Title Page shall include, at minimum, the following:

- Name of Project – Business Attraction Analysis and Report
- Submitted by - Company's Name
- Date of Submittal
- Title Page must be addressed to the following City Project Manager:

Alexander P. Fung, MPP, Economic Development Manager
City of Eastvale, Community Development
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

B. Letter of Transmittal should:

- Indicate the intention of the firm to adhere to the provisions described in the RFP without modification;
- Identify the submitting organization;
- Identify the person, by name and title, authorized to contractually obligate the organization;
- Identify the contact person responsible for this response, specifying name, title, mailing address, phone, fax, and email address;
- Acknowledge the entire proposal is considered firm for one hundred and eighty (180) days after the due date for receipt of proposals or receipt of the last best and final offer submitted;

- Provide the original signature of the person authorized to contractually obligate the organization.

C. Executive Summary

Provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the proposal response.

D. Company Background and Experience

This section of the proposal shall establish the ability of the firm to satisfactorily perform the required work by reasons of experience in performing work of a similar nature, demonstrated competence in the services to be performed, strength and stability of the firm, staffing capability, and record of meeting expectations on similar projects. The City, at its option, may require a firm to provide additional support and/or clarify requested information.

The firm shall also provide:

1. A brief profile of the firm
    a. A brief description of the organization structure and primary products and services provided
    b. Other major products or services offered
    c. Company's dedication and commitment to serve public sector clients
2. A general description of the company's financial condition
    a. Provide information regarding any pending litigation, contract defaults, planned office closures, impending mergers, bankruptcies, or other conditions related to the financial health of the company
3. Company's experience in performing work of a similar nature to that solicited in this RFP
    a. Highlight participation in such work by the key personnel proposed for assignment to this project
    b. Provide either a link to or copies of at least two (2), but no more than three (3) samples of business attraction reports with similar scope of services as this RFP, which include guidance provided to the awarding agency as well as data analyses.

E. Project Understanding

Proposal shall contain a description of how the firm intends to organize its approach to the project. The firm shall discuss how its proposed solution meets the City's needs, as requested in this RFP. The firm shall relate how it perceives its role in carrying out the responsibilities required by this RFP.

Proposer must include their suggestions or special concerns the evaluation committee should take into consideration (if any). Additionally, Proposals shall describe deliverables, implementation plan, and proposed timeline.

F. Project Staffing and Organization

Proposer shall identify key personnel who will be assigned to the project, assuming an estimated February 2025 start date. An organization chart for the project shall be provided. The chart shall indicate how the firm intends to structure the project effort, and identify the Project Director/Engagement Manager, Project Manager, Technical Team Members, Trainers and all other key personnel. Key personnel information must include resumes describing relevant experience and commitment level for the duration of the project.

The specific staff identified in the original Proposal may not be changed prior to commencement of work or during the course of the project without the specific approval of the City and two weeks' notice. Replacement candidates must have the same or higher level of similar experience as the original project team member they replace. Resumes of replacements shall be submitted with all applicable information. The City reserves the right to require the replacement of any key staff member at any time during the project.

G. Project Work Plan and Schedule

Proposer must include details of its proposed methodology and implementation strategy along with a schedule for the performance of the tasks identified in the Scope of Work of this RFP. The Work Plan shall provide a narrative description of the plan for implementing the work tasks as well as any substantive or procedural innovations used by the firm on similar projects that are applicable to the services described in this RFP.

The Work Plan and Schedule shall address the following:

1. Detailed work plan schedule, assuming a February 2025 project start date
2. Project Management Services
3. Major milestones
4. Key deliverables
5. Completion dates

The detailed Work Plan and Schedule must be prepared with suggested major tasks and payment milestones. These payment milestones shall clearly identify quantifiable, measurable, sub-tasks to allow determination of milestone completion status during all phases of the project.

The Work Plan and Schedule shall be of sufficient detail to provide the City the necessary task, resource, and sequence information to allow for logistics and staff allocation planning. Proposer's Work Plan must state any facilities, data, and other requirements that the City will be expected to provide.

The City understands that each firm will have their own methodology derived from their industry experience and software requirements. It is the desire of the City to have consistency of detail within the Work Plan and Schedule across respondents to allow for an objective determination by staff as to the quality and feasibility of each Proposer's Work Plan and Schedule.

The Proposer's plan shall specify the recommended time period for each phase. The firm

shall cite instances of actual implementation time frames (where the proposed strategy was applied) on previous similar engagements.

Work Plan must describe the Proposer's program control methods for demonstrating firm's performance, adherence to and control of the project schedule and budget.

Work Plan shall list any specialized system personnel that would be required at the City to maintain and operate the financial plan model. The Project Work Plan and Schedule must include the time and resource commitment for testing and accepting the model. The Work Plan must include the firm's recommended Training Plan for end users of the selected model.

The Work Plan must include a description of the Proposer's post-implementation support programs. This must include the types of services available, the hours and days of operation and information on response times.

H. Cost Proposal

All Proposers are required to submit items listed below with their Cost Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Cost Proposal must include a payment schedule if applicable. City reserves the right to negotiate compensation and/or payment schedule prior to award of any resulting agreement. When applicable, if providing hourly rate sheets in addition to the lump sum fixed rate fees (2), Proposer shall not include rate ranges or averages.

Cost Proposal must include the following:

- Lump Sum Fee for Task 1
- Lump Sum Fee for Task 2

Task 1 and Task 2 are described in Section IV. Scope of Services of this RFP.

The City shall not provide reimbursement for travel-related expenses, mileage, parking, lodging, meals, incidental fees, insurance, freight/shipping and handling/delivery, and any other business expenses, supplies and materials related to providing services as specified herein. Additional costs will not be considered and will not be reimbursed by the City, therefore, such costs must be absorbed in Proposer's cost proposal fee structure. Any language related to travel reimbursement shall be stricken from the document by the City and if not stricken, shall be deemed invalid.

Proposals shall be valid for a minimum of one hundred eighty (180) days following Proposal deadline. The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become property of the City.

Pricing shall remain firm for the duration of this project. Thereafter, should any follow-on work be requested for services related to the scope of services described herein, any proposed pricing adjustment for follow-on renewal periods shall be submitted to the City Representative in writing at least ninety (90) days prior to the new Agreement term. The City reserves the right to accept, reject, or negotiate any proposed pricing adjustment.

I. Client References

Proposer shall provide five (5) references from other similar public agencies, at least two (2) of which are preferred to be from Southern California cities or public agencies for which services similar to those specified in this RFP have been performed. Proposer grants permission for the City to contact any individuals listed as references.

A. For each reference, Proposer must include the following information:

- Customer Name/Agency
- Name of Project Manager
- Agency address
- Contact/Project Manager phone number
- Contract Amount
- Contract Term Dates (Effective Date - Expiration Date)
- Description of services or work performed for customer/agency

B. City may disqualify a Proposer if:

- References fail to substantiate Proposer's description of services and deliverables provided; or
- References fail to support that Proposer has a continuing pattern of providing capable, productive, and skilled personnel, or
- City is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact(s) of normal City working hours.

J. Appendices

Proposers shall carefully examine the RFP for required documentation not specifically covered in each of the subsections of this section of the RFP and shall place such documentation in an appendix. Information considered by the firm to be pertinent to this project, but not specifically requested in this RFP, may also be placed in an appendix. The firm is reminded that this is not an invitation to submit voluminous amounts of extraneous material.

K. Certifications (Attachments)

In addition to the abovementioned proposal contents, the following forms, included in this RFP, shall be signed and included as part of the proposal submittal package:

- Attachment A: California All-Purpose Acknowledgement
- Attachment B: Proposer's Certification and Proposal Pricing
- Attachment C: Non-Collusion Affidavit
- Attachment D: Non-Lobbying Certification

The proposal must be completely responsive to the RFP. Incomplete proposals will be deemed as nonresponsive and will be rejected. The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any commitment will be awarded pursuant to this RFP or otherwise.

PLEASE NOTE:

- ***All forms above must be signed by a representative of the Firm that is legally authorized to contractually bind the Proposer.***
- ***City will not waive notarization requirement when applicable on any of the required attachments.***

X. EX PARTE COMMUNICATION

Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are only to communicate with the assigned RFP Administrator, and no other City staff about this RFP from the date this RFP is issued until a contract is awarded. The City will provide all official communication concerning this RFP in writing via the City's Bid Management System, PlanetBids.

The City will not be responsible for or bound by any oral communication or any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the designated Project Manager(s).

XI. QUESTIONS AND REQUESTS FOR INFORMATION OR CLARIFICATION

Questions regarding this RFP shall be submitted via PlanetBids. Responses to all questions will be posted on PlanetBids no later than the date and time shown at the schedule of key RFP dates on the cover page of this RFP. All prospective Proposers are advised to visit PlanetBids on a regular basis as responses may be posted earlier than the date above (if applicable). No verbal requests or responses will be accepted. Significant interpretations or clarifications will be addressed via addenda to this RFP.

Significant interpretations or clarifications and responses to questions received by the deadline will be addressed via addenda to this RFP, which will be released and posted on PlanetBids under the "Addenda/Emails" tab.

General process questions may be directed to the following RFP Administrator:

Karla Lopez
Purchasing Manager
Kalopez@eastvaleca.gov

XII. EXCEPTIONS

Requests submitted for City's consideration of proposed terms and conditions, including modifications to the City's RFP and/or Contract terms and conditions must be submitted by the deadline for questions. Such requests should include an attachment in Word or PDF format on formal company letterhead that shows the requested modifications. Should the Proposer be considered for award recommendation and progress into the negotiations phase, the requests for exceptions or modifications to the City's terms and conditions will be discussed at that time. The City will not accept any requests after the deadline for questions and reserves the right to reject or strike any requests for exceptions or additional terms and conditions related to Agreement, RFP, and insurance and indemnification terms and conditions.

XIII. ADDENDA

Any changes in RFP from the date of release to date of submittal will result in an addendum or amendment. Notification of such addendum or amendment shall be posted on City's PlanetBids system, https://vendors.planetbids.com/portal/43976/bo/bo-search. Proposers shall be responsible for maintaining current contact information for their company and monitoring the site to obtain information regarding this solicitation.

XIV. SELECTION PROCEDURES AND CRITERIA

C. The City will evaluate all proposals deemed responsive to this request by an evaluation panel selected by the City.

1. Short-List Selection
The City may select two or more proposers from the RFP responses to continue with further evaluation. The short-list proposers will be contacted in writing regarding their status as short-listed proposers. The short-list will be selected by evaluating the proposer's response by scoring the criteria outlined within this RFP. Additional discovery may be performed to assist in selecting the short list proposers. The City may request an interview from the short-listed firms to further assist in the selection process. Should the City choose to require an interview process; the proposer will be required to make a short presentation, followed by a question and answer period.

2. Final Selection

   The finalist will be selected by compiling the qualifications, references, and price evaluation criteria and selecting the one top ranked proposer that the City feels would make the best financial plan services partner. The City may, at its discretion, select two finalists if it believes that two proposers are so close as to consider the evaluation a draw. In this case, the two proposers will be taken through negotiation. The best-negotiated solution will become the finalist and will be contracted to provide the proposed solution. If agreement cannot be reached with the top ranked proposer, the City will dismiss the proposer and begin negotiation with the second ranked proposer.

3. Solution Confirmation / Best and Final Offer

   Upon selection of the finalist(s), the City and the finalist will meet to enable both parties to confirm all requirements and representations in order to complete the best and final offer. This meeting may include additional demonstrations, confirmation of information, or any additional items that either party requires to be confirmed. The City may then extend an opportunity to the Proposer to complete a best and final offer. The best and final offer will form the basis for contract negotiation.

4. Contract Negotiation

   At the conclusion of solution confirmation and best and final offer, the City will enter contract negotiations with the finalist. The final negotiated contract, along with the best and final offer, will be submitted to the City of Eastvale's City Council for approval.

D. Evaluation and Scoring Criteria

Responses to this RFP will be evaluated and scored according to the criteria categories listed below.

SCORE RANGE	SCORING DESCRIPTION
90 - 100	Meets and significantly exceeds most or all City requirements
80 - 89	Meets and exceeds several City requirements
70 - 79	Meets minimum City Requirements
69 and below	Fail

1. Proposals: Proposals will be scored according to the criteria in the chart below.

CRITERIA	WEIGHT
Understanding of Scope of Works & Quality of Proposal	
Understanding of problem is addressed	10
Proposal meets requirements listed in RFP	5

PAST PERFORMANCE (Experience and References)	
Demonstrated skills and credentials	5
Experience with working with elected officials, city staff, organizations and residents	10
Experience with implementing economic development and real estate analyses	10
Feedback from references	5
PROJECT PLAN (Approach to Scope of Work Implementation)	
Timelines and proposed schedule	5
Proposed staffing, deployment of personnel, organization	5
Management of performance	5
Approach for accomplishing tasks in scope of work	5
Ability to meet current and projected service requirements over term of agreement	5
PROPOSED FEE	30
TOTAL	**100**

2. Oral Presentations: At the option of the City, the evaluation team may request oral presentations by any number of the finalists for the purpose of clarification or amplification of the materials presented in any part of the proposals. The evaluation team may also request best and final offers from one or more prospective firms. However, prospective firms are cautioned that the evaluation team are not required to invite oral presentations, request clarification, or conduct negotiations and may award a contract based on the original proposal. Therefore, all initial proposals shall be complete and reflect the firm's most favorable terms.

   Should the City decide to request oral presentation, it may elect to invite any number if the firms that submitted top-scoring proposals. No proposer will be given an opportunity to make an oral presentation if any prospective firm receiving a higher score is not invited to make an oral presentation. Oral presentations will be scored on a 70 to 100 scale exactly as described above for subjective criteria.

   When the City elects to receive oral presentations, the score for the presentation and the weighted proposal score will be weighed as follows:

FEATURE	WEIGHT
Oral Presentation	30

Total Proposal Weighted Score	70
COMBINED WEIGHT TOTAL	**100**

The grand total score will be calculated as follows:

(Oral Presentation Score X 0.30) + (Total Proposal Weighted Score x 0.70) = Grant Total Score

When the City elects to receive oral presentations, the firm with the highest Grand Total Score shall be awarded the contract.

E. Debriefing

Any Firm that submitted a proposal and feels that their proposal was not given adequate consideration or not given a fair evaluation may request a debriefing from the City's proposal evaluation team. The request for debriefing shall be submitted in writing to the Purchasing Manager within two (2) working days after it was notified of the City's intention to award the contract. However, debrief meetings will only be scheduled with firms after the contract has been awarded and fully executed.

XV. INSURANCE

Prior to commencing work on the Contract, Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Attachment I, Exhibit "C" "Insurance". All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Contractor and all risks to such persons under this Agreement.

4) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services

or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

B. Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1) Commercial General Liability. $1,000,000 general aggregate for bodily injury, personal injury and property damage.

2) Automobile. $1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of not less than $2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than $1,000,000 per occurrence.

4) Professional Liability. $1,000,000 per occurrence.

C. Other Provisions

Insurance policies required by this Agreement shall contain the following provisions:

1) All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2) Commercial General Liability and Automobile Liability Coverages.

   a. City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

   b. Contractor's insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor's insurance.

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

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

3) Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

D. Other Requirements

Contractor agrees to deposit with City, at or before the effective date of the signed Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1) Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2) Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3) The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

XVI. UNDERSTANDING THE RFP

It is the responsibility of each Proposer to inquire about any criteria, condition, term, provision, or requirement of this RFP that the Proposer does not understand. Responses to inquiries, if they significantly change or clarify the RFP requirements or any aspect of the procurement process, will be forwarded by addenda to all Proposers. The City will not be bound by any oral responses to inquiries. By submitting proposals, Proposers assert that they have fully read the RFP and any addenda issued by the City, the proposed Contract and any other Contract Documents, and affirm that the terms and conditions stated therein are fully understood and are acceptable to the Proposer. Each Proposer accepts the terms and conditions of the Contract Documents and indicates their ability and willingness to perform the requested services under such terms and conditions. Any exceptions to the terms and conditions set forth in the Contract Document shall be submitted to the City by the deadline to submit requests for information or clarification/questions set forth herein.

XVII. WITHDRAWALS

Proposers are responsible for verifying all prices and information before submitting a proposal. Prior to the proposal due date, the Proposer or Proposer's representative may withdraw the proposal by providing written notice of the proposal withdrawal to the City's Purchasing Manager. Verbal or telephonic withdrawals are not permissible.

XVIII. GENERAL TERMS AND CONDITIONS

A. AMERICANS WITH DISABILITIES ACT

The awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the awarded Contractor (or any subcontract thereof), relating to this RFP, shall be subject to the provisions of this paragraph.

B. CITY RIGHT TO REJECT

The City reserves the right to reject any or all proposals submitted and no representation is made hereby that any agreement will be awarded pursuant to this RFP or otherwise. The City reserves the right to accept or reject the combined or separate components of this proposal in part or in its entirety or to waive any minor inconsistency, informality or technical defect in the proposal.

C. CONFLICT OF INTEREST

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the City. This obligation shall apply to the Contractor; the Contractor's employees, agents, and Subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and Subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence City staff or elected officers from acting in the best interests of the City.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Proposer on the grounds of actual or apparent conflict of interest.

No person, firm, or subsidiary thereof who has been awarded this Contract may be awarded a Contract for the provision of services, the delivery of supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of this Contract. Therefore, Contractor is precluded from contracting for any work recommended as a result of this Contract.

D. CONTRACTOR'S EXPENSE

Pre-Contractual Expenses: The City is not liable for any costs incurred by Proposers prior to entering into a formal contract. Costs of developing a response to this RFP, are entirely the responsibility of the Proposer, and shall not be reimbursed in any manner by the City. Pre-contractual expenses are not to be included in the cost proposal. Pre-contractual expenses include, but are not limited to, preparation of the proposal, submission of the proposal and additional information, attendance at pre-proposal conference, negotiating any matter related to this RFP with City, and/or any other expenses incurred by the Proposer prior to the date of award and execution, if any, of the contract.

Other Expenses: The Contractor will be responsible for all costs related to photocopying, telephone communications, fax communications, and parking while on City sites during the performance of work and services under this Contract.

E. CONSULTANT'S PROJECT MANAGER/KEY PERSONNEL

Except as formally approved by the City, the key personnel identified in Contractor's proposal shall be the individuals who will actually complete the work. Changes in staffing must be reported in writing and approved by the City. The City shall have the right to require the removal and replacement of the Contractor's Project Manager and key personnel under the awarded contract. The City shall notify the Contractor in writing of such action. The City is not required to provide any reason, rationale, or additional factual information if it elects to request any specific key personnel be removed from performing services under the awarded contract. The City shall review and approve the appointment of the replacement for the Contractor's personnel. Said approval shall not be unreasonably withheld.

Standards of Conduct: Contractor's personnel shall be courteous and maintain good working relationships with all stakeholders, state or outside agencies, other team members and staff within the City.

F. COST PROPOSAL

The awarded Contractor agrees to provide the purchased services at the costs, rates, and fees as set forth in their Cost Proposal and/or fee schedule in response to this RFP. No other costs, rates or fees shall be payable to the awarded Subcontractor for implementation of their proposal.

G. DATA RETENTION

Consultant shall be responsible for retaining data, records, and documentation for the preparation of required items. These materials shall be made available to and as requested by City.

All materials, documents, data or information obtained from the City Data files or any City medium furnished to Consultant in the performance of an awarded contract will at all times remain the property of the City. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of the City. All materials, documents, data or information, including copies, must be returned to the City at the end of the contract.

All data, documents and other products used, developed, or produced during response preparation of the RFP will become property of the City. All responses to the RFP shall become property of the City. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

H. DRUG-FREE WORKPLACE

The awarded Consultant certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the contract or both, and the Consultant may be ineligible for award of any future City contracts.

I. EXAMINATION

Proposer represents that it has thoroughly examined and become familiar with the services and responsibilities required this RFP and that it is capable of effectively and efficiently performing quality work to achieve the City's objectives. Any attachments referenced herein or any interpretations, clarifications or amendments subsequently posted in relation to this RFP are fully incorporated. Any irregularities or lack of clarity in the RFP should be brought to the designated City Contact or Project Manager's attention as soon as possible so that corrective addenda may be furnished to prospective Proposers. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.

J. EXECUTION OF AGREEMENT

Upon successful negotiations, the City and the selected Proposer will enter into an Agreement similar to that as shown in EXHIBIT II – Sample Agreement of this RFP. If a Proposer is unwilling or unable to execute an Agreement within thirty (30) days after being

notified of selection under this RFP, the City reserves the right to disqualify them without any further obligation

K. FISCAL NONFUNDING CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall retain the right to notify the provider of such occurrence in writing at least thirty (30) days before the end of the current fiscal period and terminate the contract on the last day of the current fiscal period without penalty or expense to the City.

L. INDEPENDENT CONSULTANT

Consultant is considered an independent Consultant and neither Consultant, its employees, nor anyone working under Consultant will be considered an agent or an employee of City. Neither Consultant, its employees, nor anyone working under Consultant, will qualify for workers' compensation or other fringe benefits of any kind through City.

M. JOINT OFFERS/SUBCONSULTANTS

Where two or more Proposers desire to submit a single proposal in response to this RFP, they should do so on a prime sub-consultant basis. The City intends to contract with a single firm, also known as the prime, and not with multiple firms doing business as a joint venture. Should the use of sub-consultants be offered, the Proposer shall provide the same assurances of competence for the sub-consultant plus the demonstrated ability to manage and supervise the subcontracted work. Sub-consultants shall not be allowed to further subcontract with others for work under the Agreement. The provisions of the Agreement shall apply to all sub-consultants in the same manner as the Proposer. The proposer is responsible for all the actions taken by their subcontractor or subconsultant.

The City reserves the right to reject, replace and approve any and all subcontractors or subconsultants. All subcontractors or subconsultants shall be identified in the response to the RFP and the City reserves the right to reject any proposed subcontractors or subconsultants. Subcontractors or subconsultants shall be the responsibility of the prime Consultant and the City shall assume no liability of such subcontractors or subconsultants.

N. LITIGATION STATUS

Each Proposer must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Proposer or in which the Proposer has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Proposer's prior history with the City or with any other party, which documents, without limitation, unsatisfactory

performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.

O. NEGOTIATIONS

The City reserves the right to negotiate final contract terms with any Proposer selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Consultant's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Consultant's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

Negotiations shall be confidential and not subject to disclosure to competing Consultants unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Consultant or withdraw the RFP.

P. NON-PAYMENTS

Note that payments will NOT be made for any unsatisfactory work until corrected. In the event of nonpayment of undisputed sums by the City, Consultant shall give the City thirty (30) working days to cure the alleged breach.

Q. OWNERSHIP OF DOCUMENTS

The City has permanent ownership of all directly connected and derivative materials produced under this contract by the Consultant. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the City and may be used by the City as it may require without additional cost to the City. Consultant shall provide the City copies of documents upon its request at any time. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Consultant without the express written consent of the City.

R. PROFESSIONAL STANDARDS

Consultant staff shall be courteous to the public and City staff utilizing facilities where Consultant is performing work, but shall be responsive only to the requests of the City's Project Manager or designee. Consultant staff shall direct all inquiries to Project Manager or designee.

Consultant acknowledges that City locations consist of public-use facilities and recognizes the obligation to ensure Consultant personnel and agents maintain the highest level of professional standards in attire, decorum, and interaction with the public and City personnel.

S. PROJECT MANAGER

The selected Proposer will assume responsibility for all services in its proposal. The selected Proposer shall identify a sole point of contact, Project Manager, with the greatest knowledge in regard to the required service operations and contractual matters, including payment of any and all charges resulting from the Agreement.

T. PROPOSAL VALIDITY

Services, pricing, and warranties indicated in a Proposer's Proposal must be valid for a period of 180 days at minimum after the submission of the Proposal.

U. PUBLIC AGENCIES

Other public agencies, as defined by California Government Code Section 6500, may choose to use the terms of this Contract, subject to Consultant's acceptance. The City is not liable or responsible for any obligations related to a subsequent contract between Consultant and another public agency.

V. PUBLIC RECORDS

Proposals will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Proposer may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Proposer thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information. Proposer information identified as proprietary shall be maintained confidential, to the extent allowed under the California Public Records Act.

W. SUBCONTRACTORS/SUBCONSULTANTS

Proposals in response to this RFP must identify any subcontractors or subconsultants, and outline the contractual relationship between the awarded subcontractors or subconsultants and each subcontractors or subconsultants. An official of each proposed subcontractors or subconsultants must sign, and include as part of the proposal submitted by the Prime Contractor or Consultant, a statement to the effect that the subcontractors or subconsultants has read and will agree to abide by the awarded Consultant's obligations.

Any subcontractors or subconsultants proposed after award of contract must be approved by the City before commencement of work.

The City will look solely to the awarded Consultant for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Consultant shall not be relieved for the non-performance of any or all subcontractors or subconsultants.

In addition to the detailed Narrative Proposal described in Section IX – Proposal Contents and Format, Proposers must also submit a summary of work as described below as part of their proposal submission.

I. Contractor will perform the following Services:

A.

B.

C.

D.

II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:

A.

B.

C.

D.

III. During performance of the Services, Contractor will keep the City appraised of the status of performance by delivering the following status reports:

A.

B.

C.

D.

IV. The tangible work products and status reports will be delivered to the City pursuant to the following schedule:

A.

B.

C.

D.

V. Contractor will utilize the following personnel to accomplish the Services:

A.

B.

C.

D.

VI. Contractor will utilize the following subcontractors to accomplish the Services:

A.

B.

C.

D.

AGREEMENT FOR SERVICES
BETWEEN
THE CITY OF EASTVALE, CALIFORNIA
AND
_____

This Agreement for Services ("Agreement") is entered into as of this ____ day of _____, 20__ by and between the City of Eastvale, a municipal corporation ("City") and _____, a _____ ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by Request for Proposals Number 25-101PG, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for *[___ years/months/days]* commencing on the date first ascribed above.

SCOPE OF SERVICES & SCHEDULE OF PERFORMANCE.

Scope of Services. Contractor agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

Schedule of Performance. The Services shall be completed pursuant to the schedule specified in Exhibit "A." Should the Services not be completed pursuant to that schedule, the Contractor shall be deemed to be in Default of this Agreement. The City, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Contractor to continue performing the Services.

ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

COMPENSATION AND METHOD OF PAYMENT.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ dollars ($_____), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All final work product developed by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by Contractor, not City.

CONTRACTOR'S BOOKS AND RECORDS.

Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars ($10,000.00), this Agreement and the Contractor's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

INDEPENDENT CONTRACTOR.

Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct

of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City.

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

STANDARD OF PERFORMANCE.

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

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

PREVAILING WAGE LAWS

It is the understanding of City and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, "construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

CONFLICTS OF INTEREST.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work

product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including

but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

TERMINATION OF AGREEMENT.

City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment" of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the

date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Eastvale
Attn: Mark Orme, City Manager
12363 Limonite Ave., Suite 910
Eastvale, CA 91752

To Contractor: _____
_____
_____

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 “Amendment” and the City Manager’s contracting authority under the Eastvale Municipal Code.

BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if the total compensation under this Agreement, as amended, would not exceed the City Manager’s contracting authority under the Eastvale Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City’s City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City’s rights under this Agreement. All other amendments shall be approved by the City Council.

WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

CITY OF EASTVALE

_____

Mark Orme
City Manager

ATTEST:

_____

Marc A. Donohue
City Clerk/Communications Director

APPROVED AS TO FORM

_____

Erica L. Vega
City Attorney

By: _____ By:_____

_____ _____

Its: _____ Its: _____

NOTE: CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On_____, before me, _____, personally appeared_____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER **DESCRIPTION OF ATTACHED DOCUMENT**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

COUNTY OF

On _____, before me,_____,personally appeared_____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL

☐ CORPORATE OFFICER

_____

TITLE(S)

☐ PARTNER(S) ☐ LIMITED

☐ GENERAL

☐ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER_____

_____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____

TITLE OR TYPE OF DOCUMENT

_____

NUMBER OF PAGES

_____

DATE OF DOCUMENT

_____

SIGNER(S) OTHER THAN NAMED ABOVE

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the City of Eastvale, hereinafter City) shall constitute the entire agreement between proposer and the City only after it has been accepted by the City Council, endorsed by the City Clerk with their signature and official seal noting hereon the action of approval of the Council, signed by the Director or his duly authorized agent, and signed by the City Attorney, denoting their approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the City's selected postal service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish City all required bonds (if required) and certificate of liability insurance, or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the City and shall be considered as payment of damages due to the delay and other causes suffered by City because of the failure to furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by City is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the specifications, the certification of nondiscrimination by contractors, and the required insurance certificates are to be incorporated by reference into this agreement and are made specifically as part of this RFP.

Certification - I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services **(Exhibit I**) and am qualified to provide services being requested as specified herein. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the City for clarification prior to the submission of my proposal.

PROPOSER'S STATEMENT: I have read, understood and agree to the terms and conditions on all pages of this RFP. Upon request, I will transfer and deliver goods or services to the City in accordance with said terms and conditions.

LEGAL NAME OF COMPANY	PHONE NUMBER
BUSINESS ADDRESS	
PRINTED NAME OF AUTHORIZED AGENT	TITLE
SIGNATURE OF AUTHORIZED AGENT DATE	E-MAIL ADDRESS
FEDERAL ID NUMBER *(IF APPLICABLE)*	CONTRACTOR LICENSE NUMBER *(IF APPLICABLE)*

(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY OF EASTVALE

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the proposer declares that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Note: The above non-collusion affidavit is part of the proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this non-collusion affidavit. Proposers are cautioned that making a false certification may subject the certifier to criminal prosecution.

Signed_____

State of _____, County of _____

Subscribed and sworn to (or affirmed) before me on this_____ day of_____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____

Notary Public Signature

Notary Public Seal

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Signed: _____

Title: _____

Firm: _____

Date: _____

AGREEMENT FOR SERVICES
FOR BUSINESS ATTRACTION ANALYSIS AND REPORT

This Agreement for Services ("Agreement") is entered into as of this 12th day of March, 2025 by and between the City of Eastvale, a municipal corporation ("City") and Hinderliter, de Llamas & Associates, a California corporation, d.b.a. HdL Companies ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, through a Request for Proposals, the performance of the services defined and described particularly in Section 2 of this Agreement.

B. Contractor, following submission of a proposal for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by the City to perform those services.

C. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 "Termination of Agreement" of this Agreement, the Term of this Agreement is for one (1) year commencing on the date first ascribed above. The parties may mutually agree to extend the Term for an additional one (1) year.

SECTION 2. SCOPE OF SERVICES.

Contractor agrees to perform the services set forth in Exhibit "A" "Scope of Services" (hereinafter, the "Services") and made a part of this Agreement by this reference.

SECTION 3. ADDITIONAL SERVICES.

Contractor shall not be compensated for any work rendered in connection with its performance of this Agreement that are in addition to or outside of the Services unless such additional services are authorized in advance and in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement. If and when such additional work is authorized, such additional work shall be deemed to be part of the Services.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

(a) Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed forty seven thousand dollars ($47,000), unless additional compensation is approved in writing in accordance with Section 26 "Administration and Implementation" or Section 28 "Amendment" of this Agreement.

(b) Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall be detailed by the following categories: labor, travel, materials, equipment and supplies. If the compensation set forth in subsection (a) and Exhibit "B" include payment of labor on an hourly basis (as opposed to labor and materials being paid as a lump sum), the labor category in each invoice shall include detailed descriptions of task performed and the amount of time incurred for or allocated to that task. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

(c) Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice.

(d) Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within sixty (60) days after submitted to City. City shall reject work by a timely written explanation, otherwise Contractor's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Contractor's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Section 16 "Indemnification" and Section 17 "Insurance."

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this

Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

If and to the extent that City utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Contractor in the course of providing the Services pursuant to this Agreement, Contractor's guarantees and warranties in Section 9 "Standard of Performance" of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

All final work product developed by Contractor in the course of providing the Services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Contractor. Upon completion, expiration or termination of this Agreement, Contractor shall turn over to City all such final work product if paid for by the City. This provision specifically excludes Contractors' work notes and drafts, which are owned by Contractor, not City.

SECTION 7. CONTRACTOR'S BOOKS AND RECORDS.

(a) Contractor shall maintain any and all documents and records demonstrating or relating to Contractor's performance of the Services. Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to the Services, including expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Contractor pursuant to this Agreement. Any and all such documents or records shall be maintained for three (3) years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures. In accordance with California Government Code Section 8546.7, if the total compensation in Section 4 exceeds ten thousand dollars ($10,000.00), this Agreement and the Contractor's books and records related to this Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.

(b) Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by City or its designated representative. Copies of such documents or records shall be provided directly to the City for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed

upon, such documents and records shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

(c) Where City has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Contractor's business, City may, by written request, require that custody of such documents or records be given to the City. Access to such documents and records shall be granted to City, as well as to its successors-in-interest and authorized representatives.

SECTION 8. INDEPENDENT CONTRACTOR.

(a) Contractor is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of City. Contractor shall have no authority to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise.

(b) The personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Contractor or any of Contractor's personnel. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's personnel are in any manner officials, officers, or employees of City.

(c) Neither Contractor, nor any of Contractor's personnel shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor, its officers, employees, agents or subcontractors, may have to any such rights. Contractor's indemnity obligations in Section 16 "Indemnification" of this Agreement include the obligation to indemnify the City from and against any liability that may arise related to claims that Contractor, its officers, employees, agents or subcontractors, are entitled to retirement, health care or any other benefits that accrue to City employees. This provision shall survive the expiration or earlier termination of this Agreement.

SECTION 9. STANDARD OF PERFORMANCE.

Contractor represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent and professional manner. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services. In meeting its obligations under this Agreement, Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to the Services required of Contractor under this Agreement. In addition to the general standards of performance set forth this section, additional specific standards of performance and performance criteria may be set forth in Exhibit "A" "Scope of Work" that shall also be applicable to Contractor's work under this Agreement. Where there is a conflict between a general and a specific standard of performance or performance criteria, the specific standard or criteria shall prevail over the general.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

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

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of City and Contractor that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, “construction" includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Contractor shall not discriminate, in any way, against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of the Services, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

SECTION 14. CONFLICTS OF INTEREST.

(a) Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor’s performance of the Services. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the City Manager. Contractor

agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

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

(c) City understands and acknowledges that Contractor will perform non-related services for other governmental agencies and private Parties following the completion of the Services under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

(a) All information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors, be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response. Contractor shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a

Federal, State, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law or for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

SECTION 16. INDEMNIFICATION.

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for Contractor's services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees) arise out of, are a consequence of, or are in any way attributable to, in whole or in part, any negligent or wrongful act, error or omission of Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, in the performance of professional services under this Agreement.

(b) Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor, or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Indemnification from Subcontractors. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Agreement naming the Indemnified Parties as additional indemnitees. In the event Contractor fails to obtain such indemnity obligations from others as required herein, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth herein is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this Agreement or this section.

(d) City's Negligence. The provisions of this section do not apply to claims occurring as a result of City's sole negligence. The provisions of this section shall not release City from liability arising from gross negligence or willful acts or omissions of City or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Contractor agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit "C" "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Contractor agrees to provide City with copies of required policies upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Contractor are material considerations for this Agreement. City has an interest in the qualifications and capability of the persons and entities who will fulfill the duties and obligations imposed upon Contractor under this Agreement. In recognition of that interest, Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling City to any and all remedies at law or in equity, including termination of this Agreement pursuant to Section 20 "Termination of Agreement." City acknowledges, however, that Contractor, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the Services. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the Services prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

(a) City may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Contractor. In the event such notice is given, Contractor shall cease immediately all work in progress.

(b) Contractor may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to City.

(c) If either Contractor or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Contractor, or City may terminate this Agreement immediately upon written notice.

(d) Upon termination of this Agreement by either Contractor or City, all property belonging exclusively to City which is in Contractor's possession shall be returned to City. Contractor shall furnish to City a final invoice for work performed and expenses incurred by Contractor, prepared as set forth in Section 4 "Compensation and Method of Payment"

of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 "Compensation and Method of Payment" of this Agreement.

SECTION 21. DEFAULT.

In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under Section 20 "Termination of Agreement." Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Contractor shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Contractor. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of City, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CITY.

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the Services shall be furnished to Contractor in every reasonable way to facilitate, without undue delay, the Services to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by certified mail, postage prepaid and return receipt requested, addressed as follows:

To City: City of Eastvale
Attn: Community Development Director
12363 Limonite Ave., Suite 910
Eastvale, CA 91752

To Contractor: HdL Companies
Attn: Barry Foster, Principal and Managing Director
120 S. State College Blvd., Suite 200
Brea, CA 92821

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

Each of the signatories hereto represents and warrants that he or she is competent and authorized to enter into this Agreement on behalf of the Party for whom he or she purports to sign. Each Party hereto agrees to defend, indemnify, and hold harmless the other Parties hereto against all claims, suits, actions, and demands, including necessary expenses of investigation and reasonable attorneys' fees and costs, arising out of claims that its signatory was not competent or so authorized to execute this Agreement.

SECTION 26. ADMINISTRATION AND IMPLEMENTATION.

This Agreement shall be administered and executed by the City Manager or his or her designated representative. The City Manager shall have the authority to issue interpretations and to make amendments to this Agreement, including amendments that commit additional funds, consistent with Section 28 “Amendment” and the City Manager’s contracting authority under the Eastvale Municipal Code.

SECTION 27. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

SECTION 28. AMENDMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City. The City Manager shall have the authority to approve any amendment to this Agreement if it does not exceed the amount that may be approved administratively pursuant to the Eastvale Municipal Code. The Parties agree that the requirement for written modifications cannot be waived and that any attempted waiver shall be void. The City’s City Manager may, but is not required to, make minor amendments not affecting substantive terms without further authorization from the City Council. The City Council hereby authorizes the City Manager to execute any such amendments as required by this Agreement or that do not otherwise reduce City’s rights under this Agreement. All other amendments shall be approved by the City Council.

SECTION 29. WAIVER.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a

waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work by Contractor shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 30. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Riverside, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

SECTION 31. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing Party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 32. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Contractor and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid and binding.

SECTION 33. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 34. CONFLICTING TERMS.

Except as otherwise stated herein, if the terms of this Agreement conflict with the terms of any Exhibit hereto, or with the terms of any document incorporated by reference into this Agreement, the terms of this Agreement shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date and year first-above written.

[SIGNATURES ON FOLLOWING PAGE]

CITY OF EASTVALE

_____
Mark Orme
City Manager

ATTEST:

_____
Marc Donohue
City Clerk

APPROVED AS TO FORM

_____
Erica Vega
City Attorney

HINDERLITER, DE LLAMAS & ASSOCIATES

_____
Andy Nickerson
President/CEO

EXHIBIT "A"
SCOPE OF SERVICES

Contractor will complete a Business Attraction Analysis and Report that evaluates market trends, business growth patterns, and various industry-specific opportunities to identify top sales tax generating businesses in California to support the City's economic development initiatives. Contractor shall complete the services in accordance with the methodology and schedule described below:

I. Project Methodology

Task 1: Meetings and Communications

Contractor will conduct a series of structured meetings with City staff/officials and Business and Development Success Ad-Hoc Committee to ensure alignment on project goals, methodology, and expected outcomes. These meetings will include:

- **Kick-off Meeting**: Establish project scope, key deliverables, and timeline.
- **Data-Gathering Session**: Collaborate with City staff to collect relevant market and economic data.
- **Stakeholder Engagement**: Conduct meeting/interviews with City staff and Business Development Success Ad-Hoc Committee.
- **Review Meetings**: Present preliminary findings and gather feedback from City staff and the Business and Development Success Ad-Hoc Committee.
- **Final Presentation**: Deliver key insights and final recommendations to City officials.

Task 2: Business Attraction Analysis and Report

Contractor will leverage its proprietary sales tax data and economic development expertise to conduct a detailed analysis of City's market opportunities. The report will include:

- **Market Trends Analysis**: Evaluation of regional and national retail expansion trends.
- **Business Growth Patterns**: Identification of high-growth industries relevant to City.
- **Top Sales Tax Generators**: Identification of high-sales-tax-producing businesses in California.
- **Site Selection & Land Use Assessment**: Analysis of available commercial properties and their alignment with business attraction efforts.
- **Competitive Positioning**: Comparative analysis of City versus neighboring markets.

- **Strategic Recommendations**: Targeted outreach strategies to attract businesses that align with the City's economic objectives.

II. Project Timeline & Payment Milestones

Task 1: Meetings and Communications

Week 1:
- Project Kick-off
- Stakeholder Engagement – Meetings with City Staff/Officials including the Business Development Success Ad-hoc Committee.

Task 2: Analysis and Report

Week 2-3: Market Assessment & Data Analysis
- Conduct a comprehensive market assessment, analyzing demographics, consumer spending trends, economic indicators, and site selection factors.
- Identify competitive advantages and potential gaps in the market to inform business attraction efforts.

Week 3-4: Retailer & Industry Targeting, Competitive Benchmarking
- Identify key retail and industrial sectors with strong market potential in City.
- Benchmark against comparable cities to determine successful attraction strategies.
- Assess industry trends and economic conditions influencing business expansion in California.

Week 4-5: Business Identification & Expansion Analysis
- Identify high-grossing businesses in the state, focusing on retailers and industrial users with active expansion plans in California.
- Develop a prioritized list of potential businesses suited for City's market.

Week 6: Business Attraction Analysis & Draft Report
- Compile findings into a comprehensive Business Attraction Analysis and Report, including market insights, targeted business opportunities, and competitive positioning.
- Draft Report Submission.

Milestone	Estimated Completion	Payment Milestone
Project Kick-off	Week 1	20% upon project initiation
Stakeholder Engagement	Week 2	20% upon completion of data collection phase
Data Collection & Analysis	Week 3-4	20% upon successful submission of the draft report
Business Identification & Report Preparation	Week 5	20% upon completion of review and incorporation of feedback
Business Attraction Analysis & Draft Report Submission	Week 6	20% upon delivery and acceptance of the final report

City will have a minimum of thirty (30) calendar days to review and provide feedback on Contractor's draft report. Contractor shall subsequently revise the draft based on the City's comments within 30 calendar days of the City's acceptance of the revised report. Contractor shall submit the draft report to the City's Project Manager by April 2025.

III. Performance Tracking & Reporting

Contractor will provide regular updates to City staff to ensure transparency and accountability throughout completion of the services. Progress tracking will include:

- **Bi-Weekly Status Updates**: Summarizing completed tasks, pending actions, and key findings.
- **Milestone Review Meetings**: Evaluating project progress against established benchmarks.
- **Final Report Review**: Incorporating City feedback and making necessary refinements.
- **Budget Control Measures**: Contractor will track project expenditures against the allocated budget to prevent cost overruns and ensure financial accountability.
- **Project Management**: A dedicated tracking system will be used to monitor project progress, deadlines, and deliverables.

IV. City-Provided Data and Resources

To ensure a thorough and effective evaluation of the City's economy and business attraction potential, Contractor may request access to the following City-provided data and resources:

- **Opportunity Sites & City-Owned Land**: Information on available properties for potential business development and attraction.
- **Economic & Demographic Data**: Recent reports, statistics, and other relevant data that outline consumer spending patterns, workforce composition, and local economic conditions.
- **Zoning & Land Use Maps**: Detailed information on zoning designations, land use regulations, and development constraints.
- **Permitting & Business Incentives**: Overview of existing incentive programs, permitting processes, and regulatory considerations for new businesses.
- **City Staff/Officials Contacts**: List of key City staff and Business and Development Success Ad-Hoc Committee for outreach and engagement.

V. Program Control Methods

Contractor will employ a structured approach to program control to ensure adherence to project schedules, deliverables, and budgets:

- **Dedicated Project Manager**: Overseeing project implementation, managing resources, and ensuring alignment with the agreed schedule.
- **Regular Status Updates**: Providing bi-weekly progress reports to keep City staff informed of project milestones.
- **Milestone-Based Tracking**: Evaluating completion of key phases before progressing to subsequent tasks.
- **Financial Oversight**: Tracking budget expenditures against planned costs and proactively adjusting resource allocation to ensure cost efficiency.
- **City Staff/Officials Coordination**: Ensuring continuous communication with City officials to maintain alignment with project objectives.

VI. Post-Implementation Support Programs (Optional)

Contractor can continue to provide support following the completion of the project to assist with implementation and execution of recommendations. Post-implementation services will include:

- **Staff Support**: Assistance with economic development initiatives, data analysis, and community outreach.
- **Retail Attraction Services**: Direct outreach to high-sales-tax-generating businesses, development of recruitment strategies, and negotiation support.
- **Site Selection Assistance**: Evaluation of potential commercial sites, feasibility studies, and alignment with zoning regulations.
- **Economic Monitoring & Reporting**: Providing periodic updates on business attraction efforts and retail market conditions.

VII. Project Staffing

Contractor will use the following personnel for completion of the services:

- Barry Foster, Principal/Managing Director
- Ken Duran, Senior Advisor
- Ruth Martinez, Senior Advisor
- Fienna Cheng, Analyst

EXHIBIT "B"
COMPENSATION

I. Total Compensation

Contractor's total compensation for the Services, including reimbursement for actual and reasonable expenses, shall not exceed $47,000 as detailed below:

Project Costs	
Task 1: Meetings and Communications	$13,000
Task 2: Business Attraction and Analysis Report	$34,000
TOTAL FEE FOR SERVICE	**$47,000**

II. Hourly Rates

Contractor will provide optional Post-Implementation Support services at the following hourly rates as requested:

Service	**Hourly Rate**
Principal Consultant	$250 per hour
Senior Advisor	$180 per hour
Research Analyst	$100 per hour

EXHIBIT "C"
INSURANCE

A. Insurance Requirements. Contractor shall provide and maintain insurance, acceptable to the City, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by Contractor, its agents, representatives or employees. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Contractor shall provide the following scope and limits of insurance:

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability. Insurance Services Office form Commercial General Liability coverage (Occurrence Form CG 0001).

(2) Automobile. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, including code 1 "any auto" and endorsement CA 0025, or equivalent forms subject to the written approval of the City.

(3) Workers' Compensation. Workers' Compensation insurance as required by the Labor Code of State of California covering all persons providing Services on behalf of the Contractor and all risks to such persons under this Agreement.

(4) Professional Liability. Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least three (3) consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional three (3) year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

2. Minimum Limits of Insurance. Contractor shall maintain limits of insurance no less than:

(1) Commercial General Liability. $1,000,000 general aggregate for bodily injury, personal injury and property damage.

(2) Automobile. $1,000,000 per accident for bodily injury and property damage. A combined single limit policy with aggregate limits in an amount of

not less than $2,000,000 shall be considered equivalent to the said required minimum limits set forth above.

(3) Workers' Compensation. Workers' Compensation as required by the Labor Code of the State of California of not less than $1,000,000 per occurrence.

(4) Professional Liability. $1,000,000 per occurrence.

B. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

1. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either Party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to City.

2. Commercial General Liability and Automobile Liability Coverages.

(1) City, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, or employees.

(2) Contractor’s insurance coverage shall be primary insurance with respect to City, and its respective elected and appointed, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by City, and its respective elected and appointed officers, officials, employees or volunteers, shall apply in excess of, and not contribute with, Contractor’s insurance.

(3) Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the insurance policies, including breaches of warranties, shall not affect coverage provided to City, and its respective elected and appointed officers, officials, employees or volunteers.

3. Workers' Compensation Coverage. Unless the City Manager otherwise agrees in writing, the insurer shall agree to waive all rights of subrogation

against City, and its respective elected and appointed officers, officials, employees and agents for losses arising from work performed by Contractor.

C. Other Requirements. Contractor agrees to deposit with City, at or before the effective date of this Agreement, certificates of insurance necessary to satisfy City that the insurance provisions of this contract have been complied with. The City may require that Contractor furnish City with copies of original endorsements effecting coverage required by this Exhibit "C". The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. City reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

1. Contractor shall furnish certificates and endorsements from each subcontractor identical to those Contractor provides.

2. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

3. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

CITY OF EASTVALE

AGENDA STAFF REPORT

City Council/Eastvale Public Financing Authority/Eastvale Parking Authority Meeting
CITY COUNCIL/EASTVALE PUBLIC FINANCING AUTHORITY/EASTVALE PARKING AUTHORITY BUSINESS
Agenda Item No. 13.1
March 12, 2025

Approval of Lewis Retail Centers Shopping Center License Plate Reader Camera Grant Applications

Prepared By:

Alexander Fung, Economic Development Manager

Recommended Action(s)

Staff recommends that the City Council:

1. Approve Lewis Retail Centers Shopping Center License Plate Reader Camera Grant Applications in the amount not-to-exceed $3,200.00 to support the installation of 1 Flock Safety Camera at Eastvale Gateway South, 1 Flock Safety Camera at Hamner Place, and 2 Flock Safety Cameras at the Marketplace at the Enclave; and
2. Authorize the City Manager to execute the necessary grant agreements with Lewis Retail Centers.

Summary

On July 24, 2024, the City Council adopted the Shopping Center License Plate Reader (LPR) Camera Grant Program to further support Eastvale's businesses by enhancing public safety and crime prevention efforts in local shopping centers. The program's guidelines can be found in **Attachment 1**. Since the adoption of the grant program, staff partnered with Riverside County Sheriff's Department to encourage shopping centers' property managers to utilize the grant program.

Lewis Retail Centers submitted grant applications (**Attachments 2, 3, and 4**) seeking funds to support the installation of 1 Flock Safety Camera at Eastvale Gateway South, 1 Flock Safety Camera at Hamner Place, and 2 Flock Safety Cameras at the Marketplace at the Enclave. Both the

Application Review Committee and the Business and Development Success Ad-Hoc Committee reviewed the grant applications and recommended the City Council to approve the applications.

As a result, staff recommends that the City Council approve Lewis Retail Centers grant applications and authorize the City Manager to execute the necessary grant agreements (**Attachments 5, 6, and 7**) with the applicant.

Background

Eastvale's Shopping Center LPR Camera Grant Program provides subsidies for Eastvale's shopping centers to install Flock Safety Cameras. Flock Safety Cameras can analyze vehicle license plates, colors, makes, and objects based on image analytics. These functionalities effectively protect against stolen or removed license plates. Flock's software can transmit alerts for hot plates and set up alerts based on vehicle description without requiring a license plate number. Eastvale's surrounding and nearby cities, such as Beaumont, Canyon Lake, Cathedral City, Chino, Corona, Desert Hot Springs, Hemet, Jurupa Valley, Lake Elsinore, Menifee, Moreno Valley, Norco, Ontario, Palm Desert, Perris, San Jacinto, Temecula, and Wildomar, all utilize Flock's services. More than 200 cities and counties across California also subscribe to Flock's services. Most law enforcement agencies in California share Flock data to provide a statewide network of cameras that capture information about wanted and stolen vehicles. Based on discussions with Flock, each camera costs about $3,000/year and installation fees for each camera range from $150 to $600. Flock cameras cannot be purchased, they can only be leased given that Flock maintains the camera system, makes repairs, and upkeeps the cloud and data storage system.

All of Eastvale's shopping centers are eligible to apply for funding. The grant program reimburses awarded shopping centers 25% of Flock Safety Cameras' first year costs; however, the awardees must maintain and keep the cameras in place for at least three consecutive years. Camera placement locations must be mutually agreed upon between the applicant, the City, and Riverside County Sheriff's Department. Reimbursements will be paid in three equal annual installments, subject to verification by the City that the cameras were in operation during the preceding 12 months.

While all shopping centers in Eastvale are eligible to apply for funding, the program places a heavier focus at areas with highest rates of law enforcement responses. As a result, the City Council allocated $50,000 for the five shopping centers with the highest number of calls for police assistance in the previous fiscal year. These five shopping centers include Cloverdale Marketplace, Corona Valley Marketplace, Eastvale Gateway North, Eastvale Gateway South, and the Station. $25,000 have been allocated to all other shopping centers in Eastvale, including Allen Square, Eastvale Crossings, Eastvale Marketplace, Hamner Place, Hamner Square, Marketplace at the Enclave, and the Merge.

An eligible shopping center may submit an application to the City's Economic Development Manager via email. All grants must be authorized by the City Council. Applications received will be reviewed internally for completeness and adherence to Program requirements.

The first internal review will be conducted by an Application Review Committee that includes the City Manager, Finance Director, Community Development Director, Community Safety Director, and Economic Development Manager. The second internal review will be conducted by the Business and Development Success Ad-Hoc Committee. A recommendation will be made to the City Council for

consideration based on feedback from both the Application Review Committee and the Business and Development Success Ad-Hoc Committee.

Analysis

On December 16, 2024, Lewis Retail Centers submitted a total of three grant applications on behalf of Eastvale Gateway South, Hamner Place, and Marketplace at the Enclave. The applicant proposed to place one Flock Safety Camera at Eastvale Gateway South, one Flock Safety Camera at Hamner Place, and two Flock Safety Cameras at Marketplace at the Enclave. Total costs for installing and operating these cameras for the first year are as follows:

Center	**Camera(s)**	**Applicant's 1st Year Cost**	**Amount Requesting (25%)**
Eastvale Gateway South	1	$3,075.00	$768.75
Hamner Place	1	$3,325.00	$831.25
Marketplace at the Enclave	2	$6,400.00	$1,600.00
TOTAL	**4**	**$12,800.00**	**$3,200.00**

The Application Review Committee convened in late January 2025 and unanimously agreed to advance the applications for the Business and Development Success Ad-Hoc Committee's review. The Ad-Hoc Committee reviewed the applications on February 19, 2025 and recommended the City Council to approve the Lewis Retail Centers applications.

Environmental

Pursuant to Section 15378 of the California Environmental Quality Act (CEQA) Guidelines, organizational or administrative activities of governments that do not result in direct or indirect physical changes in the environment are not considered as CEQA projects.

Strategic Plan Action - Priority Level: 1 | Target #: B | Goal #: A

Approving Lewis Retail Centers' grant applications directly supports the City's business attraction and retention efforts by boosting public safety and crime prevention efforts in Eastvale's shopping centers. The footage and data captured by Flock Safety Cameras can expedite law enforcement's response and investigation, leading to quicker resolution of incidents and reducing negative impacts on businesses. Shopping centers with advanced security systems generally are more attractive to tenants, brokers, and visitors. A safer shopping environment encourages local spending and supports Eastvale's local economy.

Fiscal Impact

The Shopping Center LPR Camera Grant Program currently has $75,000.00 in the Economic Development Division's Business Incentive Program account (100-302-6423). If the City Council approves staff's recommendation to award the grants, the funds will be disbursed from the Business Incentive Program account.

Given that the grant, if approved, will be disbursed in three annual installments, the first $1,066.67 will be awarded in FY 2025-2026, the second $1,066,67 will be awarded in FY 2026-2027, and the third portion in the amount of $1,066.66 will be awarded in FY 2027-2028.

Prior City Council/Commission Action

The City Council previously approved an Automated License Plate Reader (ALPR) camera system contract with Vigilant on December 12, 2018.

On April 26, 2023, the City Council authorized the City Manager to execute an agreement with Flock Safety to install Flock Safety Cameras throughout Eastvale starting in FY 2023-2024 and adopted RSO's ALPR Policy 412 as the City's ALPR Policy.

On July 24, 2024, the City Council voted to establish the Shopping Center LPR Camera Grant Program.

Attachment(s)

Attachment 1 - Shopping Center LPR Camera Grant Program Guidelines
Attachment 2 - Lewis Retail Center Application for Eastvale Gateway South
Attachment 3 - Lewis Retail Center Application for Hamner Place
Attachment 4 - Lewis Retail Center Application for Marketplace at the Enclave
Attachment 5 - Draft Grant Agreement for Eastvale Gateway South
Attachment 6 - Draft Grant Agreement for Hamner Place
Attachment 7 - Draft Grant Agreement for Marketplace at the Enclave

City of Eastvale
Shopping Center License Plate Reader (LPR) Camera Grant Program

The City of Eastvale has established a Shopping Center License Plate Reader (LPR) Security Camera Grant Program designed to assist with crime reduction and prevention in qualifying shopping centers located within the City.

The City will reimburse grantees for up to 25% of the first year's costs incurred by the grantee for the purchase or lease of Flock Safety LPR cameras. The reimbursement will be paid in three annual installments, subject to verification by the City that the LPR cameras were in operation during the preceding 12 months, the LPR camera footage is accessible to local law enforcement, and all other Program requirements have been satisfied.

Eligibility:
All Eastvale retail shopping centers are eligible to apply to this Program. However, due to limited funding for the Program and a desire to focus the installation of LPR cameras in areas with the highest rates of law enforcement response, the five retail shopping centers in the City with the highest number of calls for police assistance during the previous fiscal year (July 1 – June 30) are classified as Tier 1 Shopping Centers. All remaining Eastvale retail shopping centers are classified as Tier 2 Shopping Centers. Eligible shopping centers for FY 2024-2025 include:

Eligible Tier 1 Shopping Centers	Eligible Tier 2 Shopping Centers
Cloverdale Marketplace	Allen Square
Corona Valley Marketplace	Eastvale Crossings
Eastvale Gateway North	Eastvale Marketplace
Eastvale Gateway South	Hamner Place
The Station	Hamner Square
	Marketplace at the Enclave
	The Merge

For FY 2024-2025, the Eastvale City Council has allocated $50,000 to support Tier 1 Shopping Centers and $25,000 to support Tier 2 Shopping Centers. The City will re-evaluate law enforcement call volumes annually and adjust the list of eligible shopping centers for each subsequent fiscal year in which funding for the Program is approved by the City Council. Grants will be awarded on a first-come, first-served basis, and are subject to funding availability.

Program Requirements:

- Grantees must install the LPR cameras at locations within the shopping center approved by the City, in consultation with the Riverside County Sheriff's Office (RSO).

- Grantees must authorize Flock Safety to provide RSO with full access to the LPRs for law enforcement purposes, including but not limited to providing real time alerts to RSO if a vehicle of interest is recorded within the shopping center.

- The Grantee must subscribe to Flock Safety's services and maintain the LPR cameras for a minimum of three continuous years.

- The Grantee is responsible for submitting annual reimbursement requests to the City upon the anniversary of the approval of the grant. A reimbursement request must include proof that the grantee has maintained the LPR cameras in service during the previous year. The Grantee must execute the Grant Agreement.

- The LPR cameras must be installed within 90 days of the City's approval of the grant, unless the City grants an extension of time. The Grantee shall submit documentation to the City showing when the installation was completed and the date the LPR cameras went online.

How to Apply:

An eligible shopping center may submit an application to the City of Eastvale's Economic Development Manager via email at economicdevelopment@eastvaleca.gov. A copy of the application can be found on the following page. Any questions about the Program and the application process should be directed to the City's Economic Development Manager.

All grants must be authorized by the City Council. Applications received will be reviewed internally for completeness and adherence to Program requirements. The first internal review will be conducted by an Application Review Committee that includes the City Manager, the Finance Director, the Community Development Director, the Community Safety Director, and the Economic Development Manager. The second internal review will be conducted by the Business and Development Success Ad-Hoc Committee. A recommendation will be made to the City Council for consideration based on feedback from both the Application Review Committee and the Business and Development Success Ad-Hoc Committee.

CITY OF EASTVALE
Shopping Center License Plate Reader Camera Grant Program
Application Form
Adopted July 2024

APPLICANT: _____

POINT-OF-CONTACT: _____

E-MAIL & PHONE NUMBER: _____

ADDRESS: _____

REQUIRED APPLICATION DOCUMENTS

Checkbox	Documents
	Application Form
	Official Flock Safety Quote (must be valid for at least 90 days from the day of application submission)
	Placement Map for Flock Safety Cameras
	Letter of Support from Riverside County Sheriff's Office (RSO) (stating that proposed camera locations were approved by RSO)
	Letter of Commitment from Applicant (stating the cameras will be maintained for at least three continuous years)

Additional financial, business, and administrative documents may be requested during the application review process. This application is not complete, and processing of this application will not begin until all initials and signatures are provided.

AGREEMENT OF APPLICANT

1) Applicant certifies under penalty of perjury that I am the legal owner, Corporate Officer empowered to sign for the corporation, Owner's Legal Agent having power of attorney, or the owner's authorized representative. _____ (initial)
2) Applicant acknowledges and agrees that I have included all of the required items and understand that missing items may result in delaying the processing of my application. I further acknowledge and agree that by signing this document, I accept the posting of public notices regarding this application. _____ (initial)
3) Applicant agrees to defend, indemnify, and hold harmless the City of Eastvale ("City" and its agents, officers, consultants, independent contractors, and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the application. The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant or any

Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defend any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant. _____ (initial)

4) No employee, agent, independent contractor or other representative of the City, other than the City Manager or the City Council, has the authority to alter the terms or effect of this application. The Applicant acknowledges and agrees that it has not relied upon any promises, representations, conditions, or understandings other than those set forth in this application. _____ (initial).
5) This application shall be a public record. _____ (initial)
6) This application is made under, and shall in all respects be interpreted, enforced, and governed by, the laws of the State of California. In the event of a dispute concerning the terms of this application, the venue for any legal action shall be with the appropriate court in the County of Sacramento, State of California. Should legal proceedings of any type arise out of this Agreement, the prevailing party shall be entitled to cots, attorney's fees, and legal expenses, including but not limited to expert fees and costs. _____ (initial)

IT IS SO AGREED:

_____ _____

Applicant Signature Date

Grant Agreement Template
City of Eastvale LPR Camera Grant Program

[Shopping Center Owner/Property Manager] ("Grantee") hereby acknowledge and agree to the following:

1. Grantee has been awarded a grant in the amount of $_____ from the City of Eastvale ("City"), which will be disbursed in three equal annual installments provided that Grantee adheres to all requirements of this Agreement.

2. Grantee agrees to install [X] Flock Safety license plate reader (LPR) cameras within the [Shopping Center Name] at locations and with directionality that is approved by the City and to keep those LPR cameras in continual service for a period of three years.

3. Grantee agrees to authorize Flock Safety to provide the Riverside County Sherrif's Office with full access to the recordings of the LPR cameras.

4. Grantee shall submit to the City documentation evidencing the date the LPR cameras were installed and the total costs for the first year of service from Flock Safety within 30 days of the LPR cameras installation.

5. Grantee shall submit a reimbursement request to the City for 1/3rd of the grant amount within 30 days of the first, second and third anniversaries of the installation of the LPR cameras. Each reimbursement request must be accompanied by documentation demonstrating that the LPR cameras have been in continual service for the preceding 12 months.

6. Grantee acknowledges that the City is not responsible for any grant-related tax consequences or obligations, and it is the Grantee's sole responsibility to determine if there are any tax consequences from the grant.

7. Grantee shall indemnify, defend, and hold harmless the City of Eastvale, its elected officials, employees, and agents from any liability or claim whatsoever based and asserted upon any act or omission of the City for property damage, bodily injury or death or any other element of damage of any kind or nature, relating to or in any way connected with Grantee's receipt of the grant and the installation and operation of the LPR cameras.

GRANTEE:

_____
Name:
Title:

CITY:

_____
Mark Orme, City Manager

ATTEST:

_____
Marc Donohue, City Clerk

CITY OF EASTVALE
Shopping Center License Plate Reader Camera Grant Program
Application Form
Adopted July 2024

APPLICANT: Eastvale Gateway South

POINT-OF-CONTACT: Josh Martin

E-MAIL & PHONE NUMBER: josh.martin@lewismc.com 909-94-6787

ADDRESS: 1156 North Mountain Ave, Upland, CA 91786

REQUIRED APPLICATION DOCUMENTS

Checkbox	Documents
	Application Form
	Official Flock Safety Quote (must be valid for at least 90 days from the day of application submission)
	Placement Map for Flock Safety Cameras
	Letter of Support from Riverside County Sheriff's Office (RSO) (stating that proposed camera locations were approved by RSO)
	Letter of Commitment from Applicant (stating the cameras will be maintained for at least three continuous years)

Additional financial, business, and administrative documents may be requested during the application review process. This application is not complete, and processing of this application will not begin until all initials and signatures are provided.

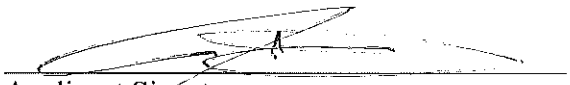
AGREEMENT OF APPLICANT

1) Applicant certifies under penalty of perjury that I am the legal owner, Corporate Officer empowered to sign for the corporation, Owner's Legal Agent having power of attorney, or the owner's authorized representative. JM (initial)
2) Applicant acknowledges and agrees that I have included all of the required items and understand that missing items may result in delaying the processing of my application. I further acknowledge and agree that by signing this document, I accept the posting of public notices regarding this application. JM (initial)
3) Applicant agrees to defend, indemnify, and hold harmless the City of Eastvale ("City" and its agents, officers, consultants, independent contractors, and employees ("City's Agents") from any and all claims, actions or proceedings against the City or the City's Agents to attack, set aside, void, or annul an approval by the City, or the City's Agents concerning the application. The City shall promptly notify the Applicant of any Claim and the City shall cooperate fully in the defense. If the City fails to promptly notify the Applicant or any

Claim or if the City fails to cooperate fully in the defense, the Applicant shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this paragraph shall obligate the City to defend any Claim and the City shall not be required to pay or perform any settlement arising from any such Claim not defended by the City, unless the settlement is approved in writing by the City. Nothing contained in this paragraph shall prohibit the City from independently defend any Claim, and if the City does decide to independently defend a Claim, the City shall bear its own attorney's fees, expenses of litigation and costs for that independent defense. Should the City decide to independently defend any Claim, the Applicant shall not be required to pay or perform any settlement arising from any such Claim unless the settlement is approved by the Applicant. JM (initial)

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IT IS SO AGREED:



Applicant Signature

12/16/2024

Date

flock safety

Prepared by
Sara Stanzler | 415-968-1294
sara.stanzler@flocksafety.com
Quote Created 10/16/24

Bill To:	12376 Limonite Ave, Eastvale, CA 91752	Ship To:	12376 Limonite Ave, Eastvale, CA 91752
Billing Company Name:	Eastvale Gateway South - WPLX EASTVALE, LLC	Subscription Term	36 months
Billing Contact Name:	Josh Freeland	Payment Terms	Net 45
Billing Email Address:	retailpm.invoices@lewismc.com	Retention Period	30 days
Quote Expires:	03/31/25	Billing Frequency	Annual - First Year Invoiced at Signing

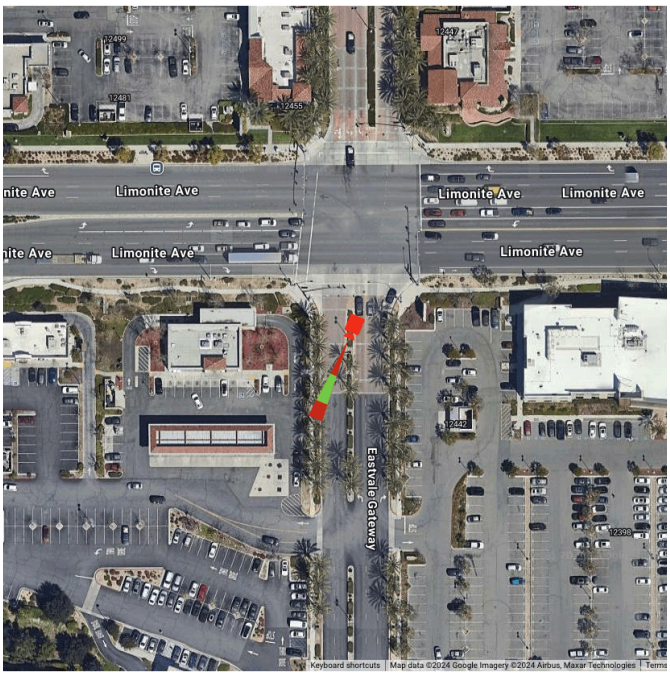
Hardware and Software Products

Annual recurring amounts over subscription term

Item	Unit Cost	Quantity	Total Price
Flock Safety Platform			
Flock Safety LPR Products			
Falcon Camera Commercial	~~$3,500.00~~ $3,000.00	1	~~$3,500.00~~ $3,000.00

Professional Services and One Time Purchases

Item	Unit Cost	Quantity	Total Price
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation on 12ft Flock Pole	~~$650.00~~ $325.00	0	~~$0.00~~ $0.00
Professional Services - Installation on existing infrastructure	~~$150.00~~ $75.00	1	~~$150.00~~ $75.00

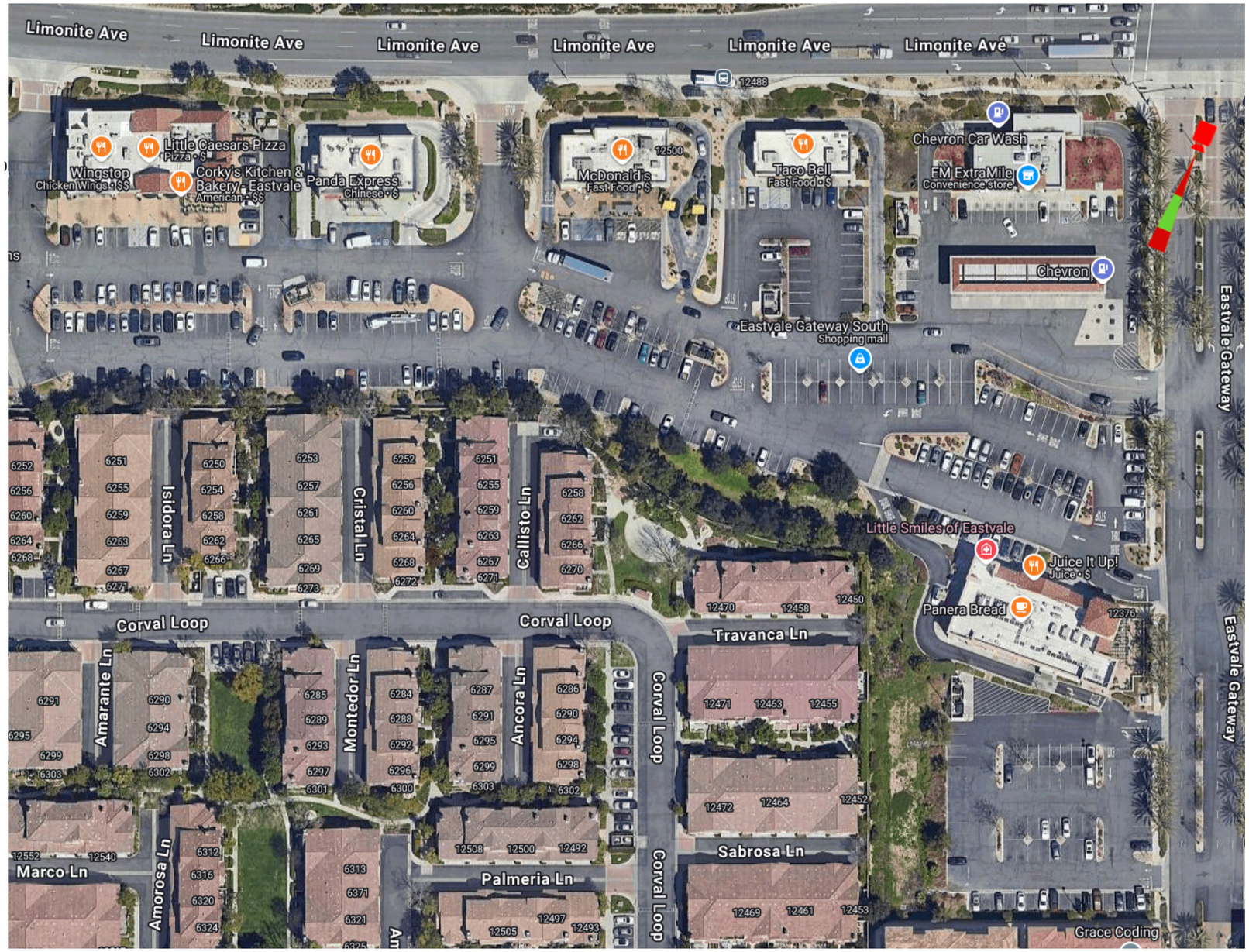


Subtotal Year 1 (Year 1 invoice)	~~$3,650.00~~ $3,075.00 (+ applicable sales tax)
Annual Recurring Subtotal (Year 2 invoice)	~~$3,500.00~~ $3,000.00
Annual Recurring Subtotal (Year 3 invoice)	~~$3,500.00~~ $3,000.00
Total Discounts *Discounts are in accordance with a previously agreed up on MSA between Flock & Lewis*	**$1,575.00**
Contract Total (36 months)	~~$10,650.00~~ $9,075.00

flock safety

Eastvale Gateway South – Eastvale, CA

LICENSE PLATE READER CAMERA INSTALLATION



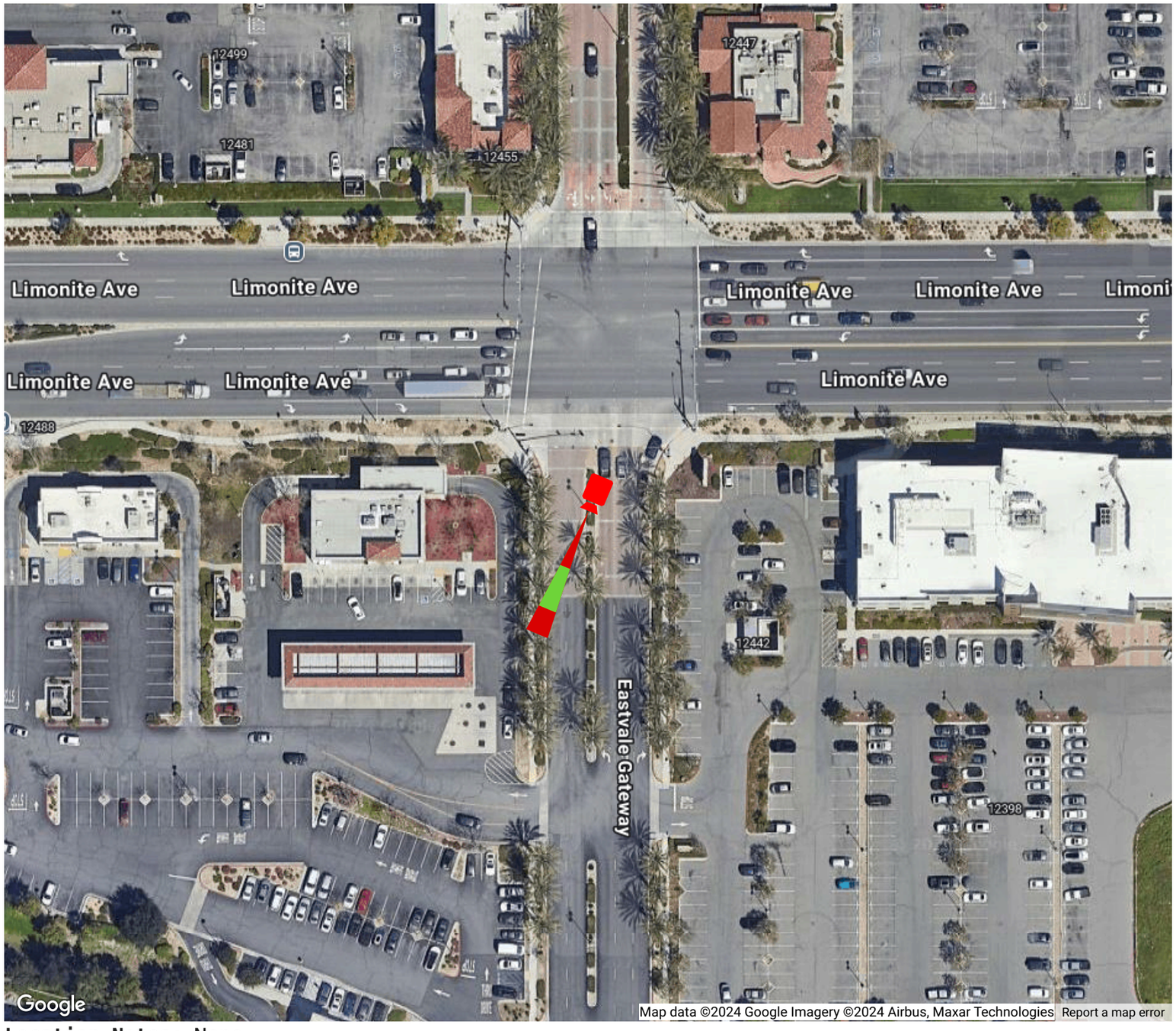
811
Know what's **below.**
Call before you dig.

Distance: 2.1 ft.



Property	Value
Camera Number	1
Name	F#001 Eastvale Gateway @ Limonite Ave – SB/IB
Address	12464 Limonite Ave, Eastvale, CA 91752, United States
Direction	Southbound
Lat	33.974873817885694
Lng	-117.55414749815067
Pole Type	Existing Light Pole
Distance from Roadway (ft)	2.1
Speed Limit	25

Position



Location Notes: None

Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
www.riversidesheriff.org

December 30, 2024

Alexander P. Fung
Economic Development Manager
City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

RE: Letter of Support for Shopping Center License Plate Reader Camera Grant Program Application

Dear Mr. Fung,

On behalf of the Riverside County Sheriff's Office, we want to take the opportunity to express our support for the Eastvale Gateway South application to the Eastvale Shopping Center License Plate Reader (LPR) Camera Grant Program.

The Eastvale Gateway South has shared the proposed camera locations with the Riverside County Sheriff's Office. We believe these locations are optimal in supporting crime prevention efforts and elevating the shopping experience.

If you have any questions or concerns, please contact us at eesquibe@riversidesheriff.org or (951) 955-9298.

Sincerely,

Ernie Esquibel, Lieutenant
Riverside County Sheriff's Office
Law Enforcement Services, City of Eastvale

WLPX EASTVALE, LLC

1156 N. Mountain Ave./P.O. Box 670

Upland, CA 91785-0670

Telephone: 909/949-6787

December 30th, 2024

Alexander P. Fung
Economic Development Manager
City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

RE: Letter of Commitment for Shopping Center License Plate Reader Camera Grant Program

Dear Mr. Fung,

Thank you for the opportunity to submit an application to request funding from the Eastvale Shopping Center License Plate Reader (LPR) Camera Grant Program. We kindly request funding to support the placement of 1 camera at Eastvale Gateway South.

As required by the application guidelines, we are submitting this letter to state our commitment to keep the cameras in place and maintain them for three consecutive years from the day that they are first installed, if funding is awarded.

If you have any questions or concerns, please contact us at josh.martin@lewismc.com or (909)949-6787.

Sincerely,

Josh Martin
Retail Property Manager

CITY OF EASTVALE
Shopping Center License Plate Reader Camera Grant Program
Application Form
Adopted July 2024

APPLICANT: Hamner Place

POINT-OF-CONTACT: Josh Martin

E-MAIL & PHONE NUMBER: josh.martin@lewismc.com 909-94-6787

ADDRESS: 1156 North Mountain Ave, Upland, CA 91786

REQUIRED APPLICATION DOCUMENTS

Checkbox	Documents
	Application Form
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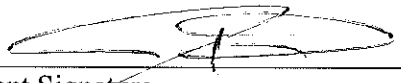
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IT IS SO AGREED:



Applicant Signature

12/16/2024

Date

flock safety

Prepared by
Sara Stanzler | 415-968-1294
sara.stanzler@flocksafety.com
Quote Created 10/16/24

Bill To:	12518 Schleisman Rd, Eastvale CA 91752	Ship To:	12518 Schleisman Rd, Eastvale CA 91752
Billing Company Name:	Hamner Place - LCD HAMNER PLACE RETAIL, LLC	Subscription Term	36 months
Billing Contact Name:	Josh Freeland	Payment Terms	Net 45
Billing Email Address:	retailpm.invoices@lewismc.com	Retention Period	30 days
Quote Expires:	03/31/25	Billing Frequency	Annual - First Year Invoiced at Signing

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Unit Cost	Quantity	Total Price
Flock Safety Platform			
Flock Safety LPR Products			
Falcon Camera Commercial	~~$3,500.00~~ $3,000.00	1	~~$3,500.00~~ $3,000.00

Professional Services and One Time Purchases

Item	Unit Cost	Quantity	Total Price
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation on 12ft Flock Pole	~~$650.00~~ $325.00	1	~~$650.00~~ $325.00
Professional Services - Installation on existing infrastructure	~~$150.00~~ $75.00	0	~~$0.00~~ $0.00



Subtotal Year 1
(Year 1 invoice)
~~$4,150.00~~ $3,325.00
(+ applicable sales tax)

Annual Recurring Subtotal
(Year 2 invoice)
~~$3,500.00~~ $3,000.00

Annual Recurring Subtotal
(Year 3 invoice)
~~$3,500.00~~ $3,000.00

Total Discounts **$1,825.00**
Discounts are in accordance with a previously agreed up on MSA between Flock & Lewis

Contract Total (36 months)
~~$11,150.00~~ $9,325.00

flock safety

Hamner Place – Eastvale, CA

LICENSE PLATE READER CAMERA INSTALLATION

2024



811 Know what's **below.** **Call** before you dig.

Distance: 22.5 ft.



Property	Value
Camera Number	1
Name	F#001 Hamner Pl @ Schleisman Rd & Hamner Ave – IB
Address	7226 Hamner Ave, Eastvale, CA 91752, United States
Direction	Eastbound
Lat	33.95677016008479
Lng	-117.55768247544319
Pole Type	Flock Pole – 12 ft
Distance from Roadway (ft)	22.5
Speed Limit	20

Position



Location Notes: None

Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
www.riversidesheriff.org

December 30, 2024

Alexander P. Fung
Economic Development Manager
City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

RE: Letter of Support for Shopping Center License Plate Reader Camera Grant Program Application

Dear Mr. Fung,

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The Hamner Place has shared the proposed camera locations with the Riverside County Sheriff's Office. We believe these locations are optimal in supporting crime prevention efforts and elevating the shopping experience.

If you have any questions or concerns, please contact us at eesquibe@riversidesheriff.org or (951) 955-9298.

Sincerely,

Ernie Esquibel, Lieutenant
Riverside County Sheriff's Office
Law Enforcement Services, City of Eastvale

LCD HAMNER PLACE RETAIL, LLC

1156 N. Mountain Ave./P.O. Box 670

Upland, CA 91785-0670

Telephone: 909/949-6787

December 30th, 2024

Alexander P. Fung
Economic Development Manager
City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

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As required by the application guidelines, we are submitting this letter to state our commitment to keep the cameras in place and maintain them for three consecutive years from the day that they are first installed, if funding is awarded.

If you have any questions or concerns, please contact us at josh.martin@lewismc.com or (909)949-6787.

Sincerely,

Josh Martin
Retail Property Manager

CITY OF EASTVALE
Shopping Center License Plate Reader Camera Grant Program
Application Form
Adopted July 2024

APPLICANT: Marketplace @ The Enclave

POINT-OF-CONTACT: Josh Martin

E-MAIL & PHONE NUMBER: josh.martin@lewismc.com 909-94-6787

ADDRESS: 1156 North Mountain Ave, Upland, CA 91786

REQUIRED APPLICATION DOCUMENTS

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Applicant Signature

12/16/2024
Date

flock safety

Prepared by
Sara Stanzler | 415-968-1294
sara.stanzler@flocksafety.com
Quote Created 10/16/24

Bill To:	14244 Schleisman Rd, Eastvale CA 92880	Ship To:	14244 Schleisman Rd, Eastvale CA 92880
Billing Company Name:	The Marketplace at the Enclave, LLC	Subscription Term	36 months
Billing Contact Name:	Josh Freeland	Payment Terms	Net 45
Billing Email Address:	retailpm.invoices@lewismc.com	Retention Period	30 days
Quote Expires:	03/31/25	Billing Frequency	Annual - First Year Invoiced at Signing

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Unit Cost	Quantity	Total Price
Flock Safety Platform			
Flock Safety LPR Products			
Falcon Camera Commercial	~~$3,500.00~~ $3,000.00	2	~~$7,000.00~~ $6,000.00

Professional Services and One Time Purchases

Item	Unit Cost	Quantity	Total Price
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation on 12ft Flock Pole	~~$650.00~~ $325.00	1	~~$650.00~~ $325.00
Professional Services - Installation on existing infrastructure	~~$150.00~~ $75.00	1	~~$150.00~~ $75.00



Subtotal Year 1
(Year 1 invoice)
~~$7,800.00~~ $6,400.00
(+ applicable sales tax)

Annual Recurring Subtotal
(Year 2 invoice)
~~$7,000.00~~ $6,000.00

Annual Recurring Subtotal
(Year 3 invoice)
~~$7,000.00~~ $6,000.00

Total Discounts $3,400.00
Discounts are in accordance with a previously agreed up on MSA between Flock & Lewis

Contract Total (36 months)
~~$21,800.00~~ $18,400.00

flock safety

Marketplace at the Enclave – Eastvale, CA

LICENSE PLATE READER CAMERA INSTALLATION

2024



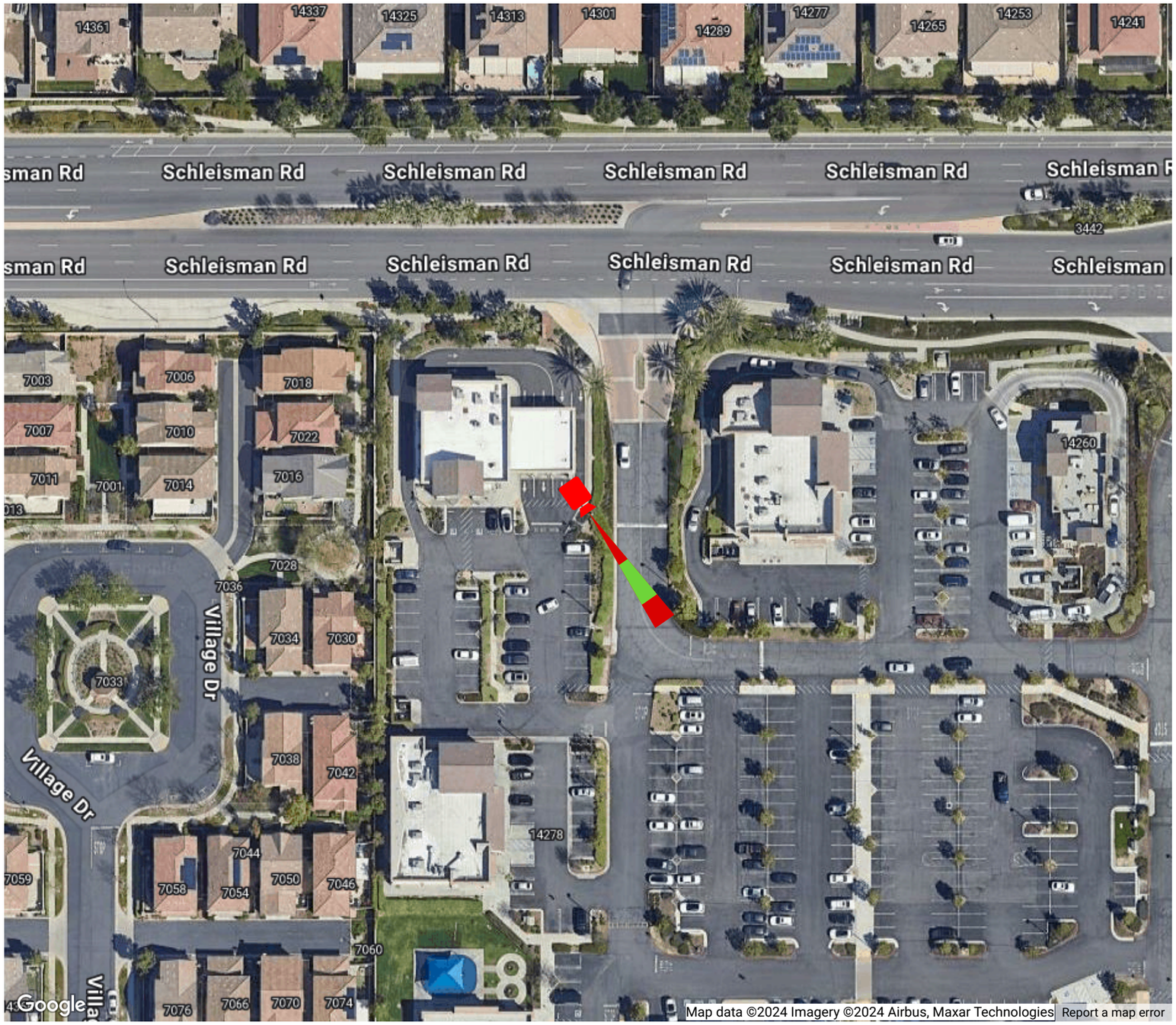
811 Know what's below. Call before you dig.

Distance: 17 ft.



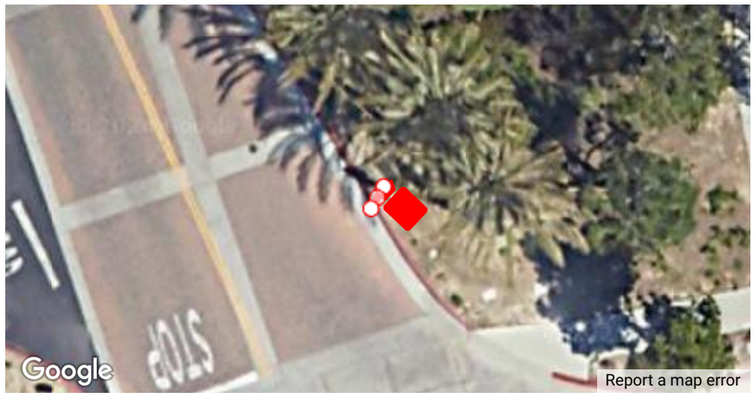
Property	Value
Camera Number	1
Name	F#001 Starbucks @ Schleisman & Archibald SB/IB
Address	14284 Schleisman Rd, Eastvale, CA 92880-4020, United States
Direction	Southbound
Lat	33.96028245086552
Lng	-117.59552200162838
Pole Type	Existing Light Pole
Distance from Roadway (ft)	17
Speed Limit	25

Position



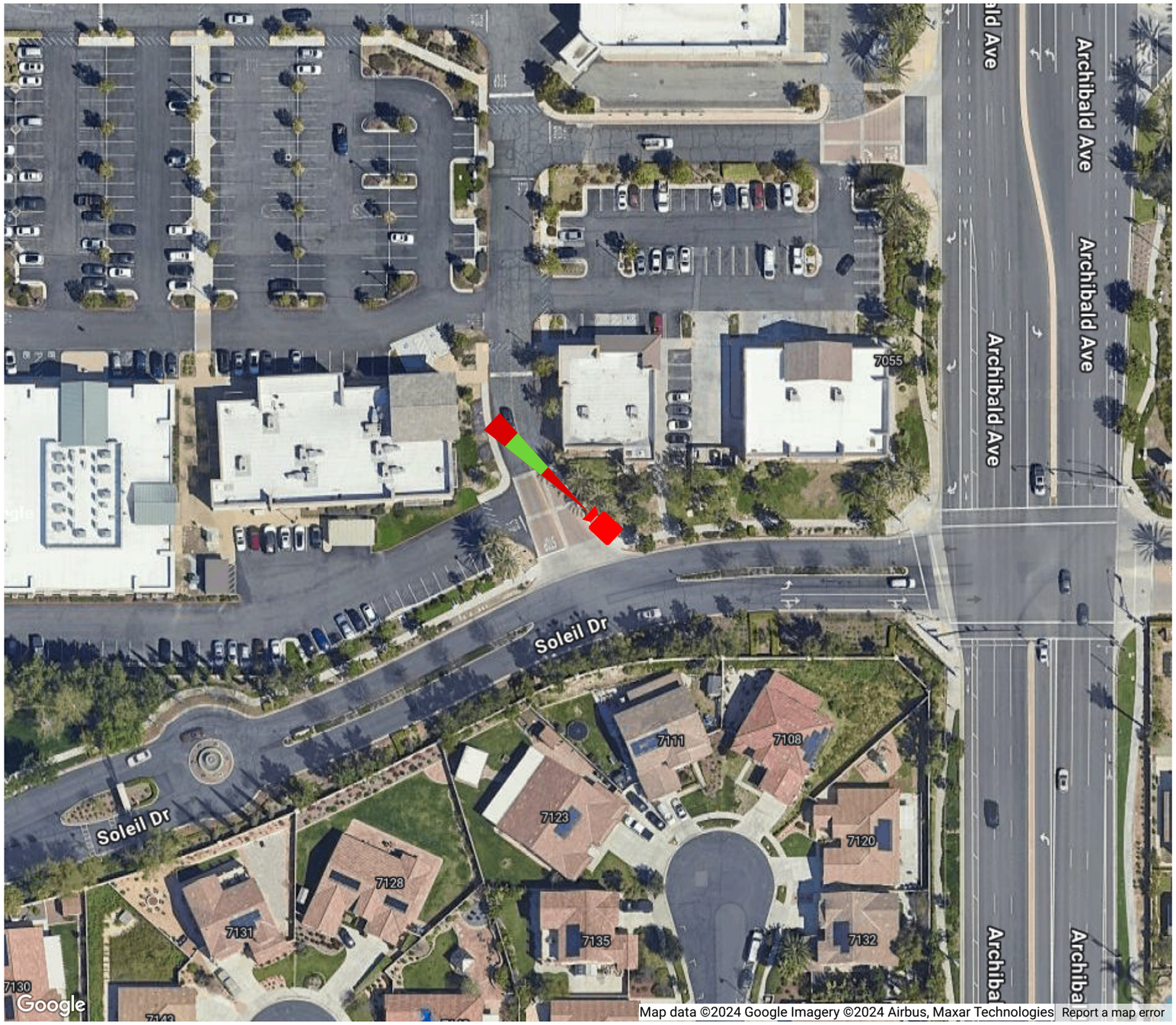
Location Notes: None

Distance: 3.2 ft.



Property	Value
Camera Number	2
Name	F#002 Herbal Nails @ Soleil Dr & Archibald Ave NB/IB
Address	7111 Jantina Ct, Eastvale, CA 92880, United States
Direction	Westbound
Lat	33.95911403234552
Lng	-117.59408558072909
Pole Type	Flock Pole - 12 ft
Distance from Roadway (ft)	3.2
Speed Limit	25

Position



Location Notes: DS 10/15/24: place north of existing signage.

Owner: ENCLAVE HOLDING CO

Riverside County Sheriff's Office

Chad Bianco, Sheriff-Coroner

4095 Lemon Street • Riverside • California • 92501
www.riversidesheriff.org

December 30, 2024

Alexander P. Fung
Economic Development Manager
City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

RE: Letter of Support for Shopping Center License Plate Reader Camera Grant Program Application

Dear Mr. Fung,

On behalf of the Riverside County Sheriff's Office, we want to take the opportunity to express our support for the Marketplace at The Enclave application to the Eastvale Shopping Center License Plate Reader (LPR) Camera Grant Program.

The Marketplace at The Enclave has shared the proposed camera locations with the Riverside County Sheriff's Office. We believe these locations are optimal in supporting crime prevention efforts and elevating the shopping experience.

If you have any questions or concerns, please contact us at eesquibe@riversidesheriff.org or (951) 955-9298.

Sincerely,

Ernie Esquibel, Lieutenant
Riverside County Sheriff's Office
Law Enforcement Services, City of Eastvale

THE MARKETPLACE AT THE ENCLAVE, LLC

1156 N. Mountain Ave./P.O. Box 670

Upland, CA 91785-0670

Telephone: 909/949-6787

December 30th, 2024

Alexander P. Fung
Economic Development Manager
City of Eastvale
12363 Limonite Avenue, Suite 910
Eastvale, CA 91752

RE: Letter of Commitment for Shopping Center License Plate Reader Camera Grant Program

Dear Mr. Fung,

Thank you for the opportunity to submit an application to request funding from the Eastvale Shopping Center License Plate Reader (LPR) Camera Grant Program. We kindly request funding to support the placement of 2 cameras at The Marketplace at the Enclave.

As required by the application guidelines, we are submitting this letter to state our commitment to keep the cameras in place and maintain them for three consecutive years from the day that they are first installed, if funding is awarded.

If you have any questions or concerns, please contact us at josh.martin@lewismc.com or (909)949-6787.

Sincerely,

Josh Martin
Retail Property Manager

Grant Agreement
City of Eastvale License Plate Reader (LPR) Camera Grant Program

WLPX Eastvale, LLC, a California limited liability company, ("Grantee") hereby acknowledge and agree to the following:

1. Grantee has been awarded a grant in the amount of $768.75 from the City of Eastvale ("City"), which will be disbursed in three equal annual installments provided that Grantee adheres to all requirements of this Agreement.
2. Grantee agrees to install 1 Flock Safety license plate reader (LPR) cameras within the Eastvale Gateway South at locations and with directionality that is approved by the City and to keep those LPR cameras in continual service for a period of three years.
3. Grantee agrees to authorize Flock Safety to provide the Riverside County Sherrif's Office with full access to the recordings of the LPR cameras.
4. Grantee shall submit to the City documentation evidencing the date the LPR cameras were installed and the total costs for the first year of service from Flock Safety within 30 days of the LPR cameras installation.
5. Grantee shall submit a reimbursement request to the City for 1/3rd of the grant amount within 30 days of the first, second and third anniversaries of the installation of the LPR cameras. Each reimbursement request must be accompanied by documentation demonstrating that the LPR cameras have been in continual service for the preceding 12 months.
6. Grantee acknowledges that the City is not responsible for any grant-related tax consequences or obligations, and it is the Grantee's sole responsibility to determine if there are any tax consequences from the grant.
7. Grantee shall indemnify, defend, and hold harmless the City of Eastvale, its elected officials, employees, and agents from any liability or claim whatsoever based and asserted upon any act or omission of the City for property damage, bodily injury or death or any other element of damage of any kind or nature, relating to or in any way connected with Grantee's receipt of the grant and the installation and operation of the LPR cameras.

GRANTEE:

_____

Name:
Title:

CITY:

_____

Mark Orme, City Manager

ATTEST:

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Marc Donohue, City Clerk

Grant Agreement
City of Eastvale License Plate Reader (LPR) Camera Grant Program

The Marketplace at the Enclave, LLC, a California limited liability company, ("Grantee") hereby acknowledge and agree to the following:

1. Grantee has been awarded a grant in the amount of $1,600.00 from the City of Eastvale ("City"), which will be disbursed in three equal annual installments provided that Grantee adheres to all requirements of this Agreement.
2. Grantee agrees to install 2 Flock Safety license plate reader (LPR) cameras within the Marketplace at the Enclave at locations and with directionality that is approved by the City and to keep those LPR cameras in continual service for a period of three years.
3. Grantee agrees to authorize Flock Safety to provide the Riverside County Sherrif's Office with full access to the recordings of the LPR cameras.
4. Grantee shall submit to the City documentation evidencing the date the LPR cameras were installed and the total costs for the first year of service from Flock Safety within 30 days of the LPR cameras installation.
5. Grantee shall submit a reimbursement request to the City for 1/3rd of the grant amount within 30 days of the first, second and third anniversaries of the installation of the LPR cameras. Each reimbursement request must be accompanied by documentation demonstrating that the LPR cameras have been in continual service for the preceding 12 months.
6. Grantee acknowledges that the City is not responsible for any grant-related tax consequences or obligations, and it is the Grantee's sole responsibility to determine if there are any tax consequences from the grant.
7. Grantee shall indemnify, defend, and hold harmless the City of Eastvale, its elected officials, employees, and agents from any liability or claim whatsoever based and asserted upon any act or omission of the City for property damage, bodily injury or death or any other element of damage of any kind or nature, relating to or in any way connected with Grantee's receipt of the grant and the installation and operation of the LPR cameras.

GRANTEE:

_____

Name:
Title:

CITY:

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Mark Orme, City Manager

ATTEST:

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Marc Donohue, City Clerk

Grant Agreement
City of Eastvale License Plate Reader (LPR) Camera Grant Program

LCD Hamner Place Retail, LLC, a California limited liability company, ("Grantee") hereby acknowledge and agree to the following:

1. Grantee has been awarded a grant in the amount of $831.25 from the City of Eastvale ("City"), which will be disbursed in three equal annual installments provided that Grantee adheres to all requirements of this Agreement.
2. Grantee agrees to install 1 Flock Safety license plate reader (LPR) cameras within the Hamner Place at locations and with directionality that is approved by the City and to keep those LPR cameras in continual service for a period of three years.
3. Grantee agrees to authorize Flock Safety to provide the Riverside County Sherrif's Office with full access to the recordings of the LPR cameras.
4. Grantee shall submit to the City documentation evidencing the date the LPR cameras were installed and the total costs for the first year of service from Flock Safety within 30 days of the LPR cameras installation.
5. Grantee shall submit a reimbursement request to the City for 1/3rd of the grant amount within 30 days of the first, second and third anniversaries of the installation of the LPR cameras. Each reimbursement request must be accompanied by documentation demonstrating that the LPR cameras have been in continual service for the preceding 12 months.
6. Grantee acknowledges that the City is not responsible for any grant-related tax consequences or obligations, and it is the Grantee's sole responsibility to determine if there are any tax consequences from the grant.
7. Grantee shall indemnify, defend, and hold harmless the City of Eastvale, its elected officials, employees, and agents from any liability or claim whatsoever based and asserted upon any act or omission of the City for property damage, bodily injury or death or any other element of damage of any kind or nature, relating to or in any way connected with Grantee's receipt of the grant and the installation and operation of the LPR cameras.

GRANTEE:

_____

Name:
Title:

CITY:

_____

Mark Orme, City Manager

ATTEST:

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Marc Donohue, City Clerk