

REQUEST FOR PROPOSAL (RFP)

For

Community Garden Outreach Coordination



CITY OF RIVERSIDE
COMMUNITY DEVELOPMENT DEPARTMENT

Request for Proposal

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1. Purpose

The City of Riverside, hereafter referred to as the “City,” aims to contract a garden coordination consultant, hereafter referred to as the “Consultant/Applicant.” Individuals or organizations that have a demonstrated ability to perform the tasks identified in this Request for Proposal (RFP) are encouraged to apply.

An estimated amount not to exceed \$49,999.00 has been allocated for these services for the period of July 1, 2014 through September 30, 2014. The number of awards will be determined by the quality of the proposals received. Subsequent funding will be contingent on the performance of the awarded entity and availability of funds.

2. Background

The City of Riverside’s Community Development Department - Historic Preservation, Neighborhoods, and Urban Design Division (HPNUD) and Mayor’s Office seek to promote edible landscapes and community engagement in Riverside. To advance this mission, the City and the Consultant will promote the initiation and sustainability of community gardens throughout Riverside, particularly in lower income neighborhoods with limited access to fresh produce. Through community garden partnerships, city entities and community residents in California have improved access to produce; provided opportunities for community residents to organize around issues of interest/concern; created culturally appropriate educational and training materials; and strengthened land and water use policies.¹

The City of Riverside supports community health more broadly by convening the Mayor’s Fit, Fresh, Fun Forum and through participation in the Kaiser Permanente Healthy Eating Active Living Initiative, the Healthy Riverside County Initiative and partnerships with Riverside Community Health Foundation.

The work of the Consultant described in this RFP will be partially funded in fiscal year 2013-2014 by United States Department of Agriculture Supplemental Nutrition Assistance Program Education (USDA SNAP-Ed) through the Nutrition Education and Obesity Prevention (NEOP) Branch in the California Department of Public Health and the County of Riverside Department of Public Health. The NEOP Branch supports actions in lower-resourced communities to: 1) increase access to and consumption of healthy foods; 2) increase consumption of healthy beverages; and, 3) increase daily physical activity opportunities.

¹ Joan Twiss, Joy Dickinson, Shirley Duma, Tanya Kleinman, Heather Paulsen, and Liz Rilveria. Community Gardens: Lessons Learned From California Healthy Cities and Communities. American Journal of Public Health: September 2003, Vol. 93, No. 9, pp. 1435-1438.

3. Prerequisites

Proposals will only be considered from Applicants that meet the following prerequisites:

- Have at least three (3) years of experience within the past five years in community outreach and organizing.
- Have access to a personal computer and workspace for use to complete work.
- Have experience in communicating both verbally and in written format with the Spanish speaking population.
- Have experience in regular communication with elected officials, city staff, media representatives and with members of the public.

4. RFP Schedule of Events

It is the goal of the City to select and retain the Applicant by July 1, 2014.

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to reject any or all responses to this RFP at any time prior to contract execution. The City reserves the right to request or obtain additional information about any and all submittals.

Deadline for Submission of Questions

All requests for clarifications of the Scope of Work or Terms and Conditions set forth in this RFP should be submitted in writing. The final day for the receipt of questions from consultants shall be before Tuesday, May 27, 2014 by 1:00 p.m. To ensure fairness and avoid misunderstandings, all **communications must be in written format** and addressed **only** to: Alicia Albertson, Community Development Department aalbertson@riversideca.gov

Deadline for Submission of Applications

All applications must be submitted by 1 p.m. on Tuesday, June 3, 2014. Any verbal communications will not be considered or responded to. Written communications should be submitted via e-mail to the address provided above. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP. **Any communications, whether written or verbal, with any City Councilmember or City staff other than the individual indicated above, prior to award of a contract by the City Council, is strictly prohibited and the Applicant shall be disqualified from consideration.**

The schedule of events below has been prepared. The dates are subject to change as deemed necessary by the City.

Deadline for submission of questions **1 p.m. Tuesday, May 27, 2014**

Deadline for submission of applications **1 p.m. Tuesday, June 3, 2014**

Tentative date for mailing Award/Denial Letters **3 p.m. Tuesday, June 10, 2014**

Tentative date for awarding of contract(s) **June 24, 2014**

Tentative start date for contract(s) **July 1, 2014**

5. Term of Service

The initial term of the contract is anticipated to be three months (July 1, 2014 - September 30, 2014). At the discretion of the City, two extensions of up to one additional year each may be executed following satisfactory performance of the initial term, contingent on the availability of funds.

6. General Terms and Conditions

The successful Applicant or individual will be required to sign a Professional Consultant Service Agreement ("Agreement"). The Consultant must meet all insurance requirements in the Sample Agreement (Exhibit 1). All terms and conditions of the Agreement are non-negotiable.

Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If the Consultant refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Applicant.

7. Scope of Work

Public engagement is crucial to this project and the Consultant is expected to involve members of the public throughout the duration of the project, including existing community garden council members and volunteers. Consultant is expected to complete outreach work according to the goals, plans, and needs of the Community Garden council groups and the City of Riverside.

Under the supervision of HPNUD staff and in cooperation with existing community garden councils, the Consultant's overall scope of work will include, but not be limited to:

- Attend initial detailed planning meeting with City staff
- Create a local marketing and fundraising campaign for Riverside Community Gardens, to seek local business sponsors for garden sites, and to seek alternative funding for Riverside's Community Gardens.
- Increase community participation and partnerships in support of the Arlanza Community Garden Council

- Assess the feasibility of, and advance the development of, a new community garden site in the Casablanca neighborhood
- Provide training on community outreach for existing community garden councils
- Seek new active community garden members specifically in areas identified by HPNUD with lower income and limited access to healthy food
- Serve as liaison between community gardens and the City
- Promote community garden participation and edible landscapes through various channels
- Integrate nutrition promotion with gardening

7.1 Consultant Deliverables:

Consultant will submit monthly progress reports to City staff covering all above listed tasks - including a log of hours worked and contact information for community members/groups engaged through outreach.

7.2 Consultant Responsibilities:

- A. The consultant shall work under the supervision of the City's Neighborhoods, Historic Preservation, and Urban Design Division within the Community Development Department.
- B. The consultant shall be responsible for the successful completion of all tasks and progress reports as indicated under the headings of Consultant Tasks, Project Schedule, and Consultant Deliverables as required by the City of Riverside.
- C. All work shall be performed in accordance with the guidelines set forth by the City of Riverside Community Garden Policy, by the guidelines set forth in the United States Department of Agriculture Supplemental Nutrition Assistance Program Education Guidance, and by the California State Department of Public Health Nutrition Education and Obesity Prevention Branch.
- D. Any published materials must contain a formal acknowledgement regarding the use of Federal funds to help finance the project and an Equal Employment Opportunity statement, as prepared by the United States Department of Agriculture (this will be provided by HPNUD staff).
- E. A range of public entities will be involved throughout the duration of the project, including local community health Applicants and County of Riverside Department of Public Health Staff. Consultant will be expected to communicate with members of the public in both English and Spanish. Any use of social media by Consultant must follow City of Riverside standards and policies.

8. Services to be Provided by the City

The City staff shall provide the following scope of work: provide Project/Contract administration; coordinate/attend project meetings; maintain financial records; provide NEOPB grant management and prepare all grant documents; assist Consultant with administrative tasks; and supervise Consultant.

9. Proposal Content

Proposals shall be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be placed on completeness and clarity of content.

Proposals shall adhere to the following format for Applicant and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

9.1. Cover Letter

The cover letter shall: 1) confirm that all elements of this RFP have been reviewed and understood; 2) include a statement of intent to perform the services as outlined; 3) express Applicant's willingness to enter into an Agreement under the terms and conditions prescribed by this RFP and in the Sample Agreement; 4) include a brief summary of Applicant or individual's qualifications; and 5) identify a single person for possible contact during the RFP review process. The cover letter shall be limited to two (2) pages.

9.2. Statement of Understanding and Approach

This section should demonstrate an understanding of the scope of services. It should describe the general approach, Applicant and staffing required for the services requested.

9.3. Applicant or Individual Information

This section shall include relevant Applicant or individual information including the address and telephone number for the Applicant or individual's main office and any branch offices.

Each bidder shall identify themselves as to the type of Applicantal entity (corporation, sole proprietorship, partnership, joint venture, etc.). Members of the Applicant or individual's professional team (Managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major subcontractors (if any) and their degree of involvement in this program.

9.4. Qualifications and Experience

The Applicant or individual shall provide at least three (3) references, within the past five (5) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names,

addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided.

9.4.1. Evidence of Insurance

In addition, the Applicant or individual shall provide evidence of possession of insurance. These items should be included in the proposal and clearly identified as Exhibit A, *Evidence of Insurance and Permits*.

9.5. Cost of Services and Budget Justification

The budget should reflect a total not to exceed \$49,999.00 for completion of the Community Garden Outreach Coordination project on or before September 30, 2014 under NEOPB/USDA Snap-Ed. The fee schedule should include individual hours for the project team and a not-to-exceed fee for the overall project. The City will provide a small bundle of gardening and office supplies but there is no further funding for large equipment or operations. The Consultant should provide a basic budget justification which demonstrates use of the project fee primarily for individual project team member hours from July-September 2014.

10. Public Records

All Proposals submitted in response to this RFP become the property of the City and under the Public Records Act (Government Code § 6250 et. seq.) are public records, and as such may be subject to public review at least 10 days before selection and award.

If an Applicant or individual claims a privilege against public disclosure for trade secret or other proprietary information, such information must be clearly identified in the proposal.

Note that under California law, price proposal to a public agency is not a trade secret.

11. Evaluation Process and Criteria

The RFP will be evaluated by City representatives from relevant departments.

Each proposal will be evaluated using the following criteria:

Applicant or individual qualifications	50 points
Feasibility of strategy	20 points
Sustainability potential	15 points
Cost effectiveness	15 points
Total points possible:	100

The most qualified Applicant or individual(s) may be asked to participate in an oral interview to discuss in greater detail the content of their proposal.

The most highly qualified Applicant or individual shall then enter into exclusive negotiations with the City to formalize the Agreement, Scope of Work, and Compensation. These negotiations will address a fair and reasonable price for services and the terms of the Scope of Work. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Work, then the City will end negotiations with that Applicant or individual and begin negotiations with the next Applicant or individual which best meets the needs of the City, and so on until the City and the Applicant or individual reach agreement.

EXHIBIT 1 - SAMPLE
PROFESSIONAL CONSULTANT SERVICES AGREEMENT

[**Enter CONSULTANT'S Name**]

[**Enter in Description of Services**]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 20____ (“Effective Date”), by and between the CITY OF RIVERSIDE (“City”), a California charter city and municipal corporation and [**Enter in CONSULTANT'S NAME**], a [**Enter in entity, for example: a California corporation, a limited partnership, a limited liability company, etc.**] (“Consultant”).

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit “A,” “Scope of Services” (“Services”), attached hereto and incorporated herein by reference, in conjunction with [**Enter in Name of Project**] (“Project”).

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until [**Enter in: termination date, for example: May, 3, 2012**], unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed [**Enter in written dollar amount] payable in accordance with the terms set forth in Exhibit “B.” Said payment shall be made in accordance with City’s usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

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

To City

Community Development Department
City of Riverside
Attn: Eddy Jara
3900 Main Street, 7th Floor
Riverside, CA 92501

To Consultant

[**Name of Consultant or Company**]
Attn: [**Name of Representative**]
[**Address**]
[**City, STATE, ZIP**]

5. **Prevailing Wage.** If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages

determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

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

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

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

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

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

11. **Indemnification.** Except for City's sole negligence or willful misconduct, Consultant shall indemnify and hold City and City's officers and employees harmless from all damages, costs and expenses, including attorneys' fees, in law or equity, including damage to property or personal injury, including death, that may arise or be incurred due to intentional or negligent acts, errors or omissions of Consultant or any of Consultant's employees, substitute Consultants or agents committed while rendering services pursuant to this Agreement. The parties expressly agree that any payment, attorney fee, cost or expense City incurs or makes to or on behalf of an injured City employee under City's self-administered Workers' Compensation program are included as a loss, expense or cost for the purposes of this paragraph. The provisions of this paragraph shall survive the expiration or early termination of this Agreement.

12. **Insurance.**

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

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

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

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

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

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate

of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance.

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

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

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

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

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

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

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.

- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

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

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

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

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

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

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

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

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

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

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

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

22. **General Compliance With Laws.** Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant

pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

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

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

25. **Termination.** City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 25 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

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

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

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

25.2.2 City decides to abandon or postpone the Project.

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

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

28. **Venue and Attorneys' Fees.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees. However, the recovery of attorneys' fees by the prevailing party is limited to individual actions or proceedings in which the City elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fee. In no action shall an award of attorneys' fees to the prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding.

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

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

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

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

33. **Interpretation.** City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction,

which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

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

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

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

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

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

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

CITY OF RIVERSIDE, a California
charter city and municipal corporation
a California corporation

[**CONSULTANT’S NAME**],

By: _____
City Manager

By: _____

Attest: _____

[Printed Name]

City Clerk

[Title]

Certified as to Availability of Funds:

By: _____

By: _____
Finance Director

[Printed Name]

[Title]

Approved as to Form:

By: _____

Deputy City Attorney

EXHIBIT “A”

SCOPE OF SERVICES

The City will contract a consultant with experience in community outreach and organizing, community gardening, and/or community supported agriculture to complete the project. The Individual or Applicant selected for this program shall be responsible for the following tasks under supervision of HPNUD staff and in support of existing Community Garden Council goals and activities:

CONSULTANT TASKS:

- Attend kick-off meeting with City staff.
- Work under supervision of HPNUD staff to provide community outreach services and training on community outreach for existing community garden councils.
- Work under supervision of HPNUD staff to evaluate potential Community Garden sites in the Casa Blanca neighborhood and to engage with local residents in the effort of creating a new Casa Blanca Community Garden.
- Work under supervision of HPNUD staff to coordinate health and nutrition focused educational activities at community garden sites.
- Work under supervision of HPNUD staff and existing Community Garden Councils to recruit new community garden members and volunteer teams for garden work days.
- Work under supervision of HPNUD staff and existing Community Garden Councils to create a local marketing and fundraising campaign for Riverside Community Gardens, to seek local business sponsors for garden sites, and to seek alternative funding for Riverside’s Community Gardens.

CONSULTANT DELIVERABLES:

- Consultant will submit monthly progress reports covering all above listed tasks - including a log of hours worked and an interest list of names and contact information for community members engaged through outreach.

CONSULTANT RESPONSIBILITIES:

The consultant shall work under the supervision of the City’s Neighborhoods, Historic Preservation, and Urban Design Division within the Community Development Department.

The consultant shall be responsible for the successful completion of all tasks and progress reports as indicated under the headings of Consultant Tasks, Project Schedule, and Consultant Deliverables as required by the City of Riverside.

All work shall be performed in accordance with the guidelines set forth by the City of Riverside Community Garden Policy, by the guidelines set forth in the United States Department of Agriculture Supplemental Nutrition Assistance Program Education Guidance, and by the California State Department of Public Health Nutrition Education and Obesity Prevention Branch.

Any published materials must contain a formal acknowledgement regarding the use of Federal funds to help finance the project and an Equal Employment Opportunity statement, as prepared by the United States Department of Agriculture (this will be provided by HPNUD staff).

TENTATIVE PROJECT SCHEDULE

- 1. Request for Proposals – City Staff** **May 2014**
 - Prepare list of qualified consultants
 - Publish RFP

- 2. Consultant Selection – City Staff** **May 2014**
 - Review proposals
 - Hold interviews and Select Consultant (if applicable)
 - City Council/Manager execute contract

- 3. Project Initiation - All** **July 2014**
 - Kick-off meeting with HPNUD staff and consultant(s) (Meeting #1) - All
 - Review all relevant guidelines. – Consultant and City Staff
 - Attend all Riverside Citywide Community Garden Council Meetings. - Consultant
 - Attend site specific Community Garden Council Meetings as requested by council or HPNUD staff. – Consultant
 - Create a community outreach training schedule to include at least two separate training sessions for Riverside Community Garden Council members. – Consultant and City Staff
 - Prepare Progress Report #1 – Consultant

4. Project Implementation – All

July – September 2014

- Coordinate and complete community outreach training as scheduled for Riverside Community Garden council members. – Consultant
- Following community outreach training, assist Arlanza Community Garden Council to perform community outreach in the Arlanza neighborhood to seek garden members and volunteers. (for at least four hours on at least two separate dates monthly) - Consultant
- Create a plan and schedule for working with Casa Blanca residents in the effort of creating a new Casa Blanca Community Garden. – Consultant and City Staff
- Assess possible locations for a new Casa Blanca neighborhood community garden site. – Consultant and City Staff
- Perform community outreach and engagement in support of Community Garden development in Casa Blanca as outlined in plan and schedule. – Consultant and City Staff
- Assist with coordination of health and nutrition focused educational events at community garden sites as requested by City Staff. – Consultant
- Assist garden councils to recruit volunteer teams for garden work days. - Consultant
- Assist community garden councils with creating a local marketing and fundraising campaign, to seek local business sponsors for each garden site, and to seek alternative funding for Community Gardens. – Consultant and City Staff
- Promote Community Gardens Program at events throughout the city. – Consultant and City Staff
- Submit monthly progress reports to City Staff. - Consultant

Services to be Provided by the City

The City staff shall provide the following scope of work: provide Project/Contract administration; coordinate/attend project meetings; maintain financial records; provide NEOPB grant management and prepare all grant documents; assist Consultant with administrative tasks; supervise Consultant.

CITY AND VOLUNTEER SCOPE OF WORK:

The City staff and volunteer team shall provide the following scope of work:

- Prepare RFP for consultant.
- Prepare list of qualified consultants.
- Review Proposals.
- Conduct interviews for consultant (if needed).
- Provide all relevant City and NEOPB/USDA guidelines for consultant training.
- Provide project/contract administration.
- Coordinate/attend project meetings, minimum four.
- Supervise and work with Consultant to prepare training plans and finalize project schedule.
- Supervise and work with Consultant in community outreach, fundraising, and grant seeking efforts.
- Supervise and work with Consultant in assessing potential new community garden sites.
- Prepare any program and financial reports required by USDA and NEOPB.

PUBLIC INVOLVEMENT:

Public engagement is crucial to this project and the Consultant will involve members of the public throughout the duration of the project, including existing community garden council members and volunteers. Consultant is expected to complete outreach work according to the goals, plans, and needs of the Community Garden council groups and the City of Riverside.

EXHIBIT “B”

COMPENSATION

11.1. Cost of Services and Budget

The budget should reflect a total not to exceed \$49,999.00 for completion of the Community Garden Outreach Coordination project on or before September 30, 2014 under NEOPB/USDA Snap-Ed. The fee schedule should include individual hours for the project team and a not-to-exceed fee for the overall project. The City will provide a small bundle of gardening and office supplies but there is no further funding for large equipment or operations. The Consultant should provide a basic budget justification which demonstrates use of the project fee primarily for individual project team member hours from June-September 2014.

EXHIBIT “C”

KEY PERSONNEL

USDA SNAP-Ed and NEOPB Local Health Department Funding Initiative is a joint endeavor of the City of Riverside Community Development Department and Mayor’s Office. Key personnel include the following individuals:

Alicia Albertson, Community Development Department

aalbertson@riversideca.gov

Eddy Jara, Community Development Department/Mayor’s Office

ejara@riversideca.gov

Agueda Padilla, Community Development Department

apadilla@riversideca.gov