



**REQUEST FOR PROPOSAL
FOR THE
SENIOR CENTER NUTRITION PROGRAM**

RFP No. 2017-0101

Proposals Due

January 23, 2018 @ 2:00 p.m. (PST)

Issued by

**City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA. 91706**

January 8, 2018

CITY OF IRWINDALE, CALIFORNIA
REQUEST FOR PROPOSALS NO. 2017-0101

Notice is hereby given that the City of Irwindale (“City”) is seeking Requests for Proposals (RFP) from qualified firms to submit proposals to provide:

SENIOR CENTER NUTRITION PROGRAM

The RFP sets forth relevant information regarding the detailed and specific information about the scope of services, submission requirements and selection procedures. The RFP will be available for pick up at the City Clerk’s Office, 5050 N. Irwindale Avenue, Irwindale, CA 91706 beginning at 8:00 a.m. (PST) on Monday, January 8, 2018 or it may be downloaded from the City’s Website at www.irwindaleca.gov .

All questions relating to the RFP are due Wednesday, January 17, 2018 by 2:00 p.m. (PST), via e-mail to ebeltran@irwindaleca.gov . Phone calls will not be accepted. The City of Irwindale expects to respond to all questions by 4:00 p.m. (PST) on Thursday, January 18, 2018. The City of Irwindale will post a copy of all questions received and their answers on the City of Irwindale Website at www.irwindaleca.gov .

The RFP is due on Tuesday, January 23, 2018 and must be received at the City Clerk’s Office by 2:00 p.m. (PST). No electronic submissions or facsimile transmissions will be accepted. Qualifications must be submitted in sealed envelopes or boxes. Respondents are advised to carefully review submission instructions contained in the RFP.

The City reserves the right to reject proposals with or without cause and for any reason, to waive any irregularities or informalities, and to solicit and re-advertise for other proposals. Incomplete or non-responsive proposals may be rejected by the City as non-responsive or irregular. The City reserves the right to reject any proposal for any reason, including, but without limitation, if the Proposer fails to submit any required documentation, if the Proposer is in arrears or in default upon any debt or contract to the City or has failed to perform faithfully any previous contract with the City or with other governmental jurisdictions. All information required by this RFP must be supplied to constitute a proposal.

I. Introduction

A. Purpose. The City of Irwindale (“City”) owns and operates the Irwindale Senior Center, located at 16116 Arrow Highway in Irwindale. The mission of the Irwindale Senior Center is to build and foster opportunities that promote dignity, independence, enjoyment and a sense of purpose for older adults. To help fulfill this mission, the City provides a variety of food services at the Senior Center, including a nutritional lunch program Monday through Friday, and food services for luncheons. These food services are provided through an independent contractor. By this Request for Proposal, the City is soliciting proposals from interested firms and/or individuals to provide food services for the Senior Center in accordance with the attached specifications and scope of work.

B. Qualifications. Qualifications for the food provider are as follows:

1. Minimum of 8 to 10 years of experience in the food services business.
2. A demonstrated history of similar services as requested herein.
3. Experience in preparing and providing on-site food services.

C. Submittal Closing, Time, and Location. Proposals shall be clearly labeled in a sealed envelope or box and delivered to the address below. Any proposal found ineligible or incomplete shall not be considered for selection. Proposers assume full responsibility for having their proposal deposited at the proper address and no later than the scheduled closing time. Faxed or emailed proposals or modifications will not be considered. Proposals will not be received after the closing date and time indicated below:

Proposal Labeling: REQUEST FOR PROPOSAL FOR SENIOR CENTER NUTRITION PROGRAM (RFP No. 2017-0101)

Submittal Closing: Tuesday, January 23, 2018, at 2:00 p.m., PST

Location: City of Irwindale
ATTN: Eloise Beltran
5050 North Irwindale Avenue
Irwindale, CA. 91706

Number of Copies: One (1) Original, six (6) copies, and one (1) digital copy (CD, Flashdrive, etc.)

D. Inquiries. Any prospective Proposer desiring an explanation or interpretation of the solicitation, specifications, etc., must request so in writing, no later than five (5) days before proposal due date to allow a reply to reach prospective Proposer before the proposal submission date. The written request must be submitted to the individual identified below (emails okay). Verbal explanations or instructions given during any phase of this solicitation will not be binding. Inquiries regarding this solicitation shall be directed to: Eloise Beltran, Senior Center Coordinator, 5050 North Irwindale Avenue, Irwindale, Ca. 91706; Phone: (626) 430-2286; Email: ebeltran@irwindaleca.gov. Please reference “Request for Proposals for Senior Center Nutrition

Program” when contacting the City regarding this solicitation. The City of Irwindale website, <http://www.irwindaleca.gov>, will contain a copy of this document as well as a summary of all applicable addenda, if any.

II. Terms and Conditions

A. Proposal Preparation Costs. The City is not, nor shall be deemed, liable for any costs incurred by Proposer in the preparation, submittal, or presentation of their proposals.

B. Proposal Term. The term of this contract shall not exceed five (5) years; provided, however, that the Contract Officer may approve an extension, in writing, of the term for a cumulative maximum of two (2) one (1) year renewals for Contractor to provide services for such additional years.

C. Reservation of Rights. This RFP does not commit or obligate the City to accept or execute an agreement for any expressed or implied service. The City reserves the right to:

1. Reject any and all proposals received and to accept or reject any item(s) herein;
2. Take all proposals under advisement for up to ninety (90) days after opening;
3. Waive any informality on any proposal;
4. Be the sole judge of the relative merits of the material mentioned in the respective proposal received;
5. Request any firm/individual submitting a proposal to clarify its proposal during the selection phase;
6. Negotiate a final agreement and price with the successful firm providing the best overall value to the City as determined in the City’s sole and absolute discretion;
7. Modify or alter any requirements herein, and issue addenda or amendments to this RFP;
8. Terminate this RFP process at any time.

D. Acceptance of Conditions. It is the Proposer’s responsibility to examine the scope of the proposed work to fully acquaint themselves with the specifications and the nature of the work to be accomplished. Proposers shall have no claim against the City based upon ignorance of the nature and requirements of the services provided, misapprehension of the work environment, or misunderstanding of the specification or agreement provisions. By submitting a proposal, each Proposer expressly agrees to and accepts the following conditions:

1. Proposal and cost schedules shall be valid and binding for ninety (90) days following the proposal due date and will become part of the Agreement that is negotiated with the City.
2. The City may require whatever evidence is deemed necessary relative to the Proposer’s financial stability and ability to perform these services.

3. The City reserves the right to request further information from the Proposer, either in writing or orally, to establish any stated qualifications.
4. The City reserves the right to solely judge the Proposer's representations, and to solely determine whether the Proposer is qualified to undertake these services pursuant to the criteria set forth herein.
5. The Proposer, by submitting a proposal, expressly acknowledges and agrees that the judgment of the City as to whether or not the Proposer is qualified to perform these services shall be binding, final and conclusive.
6. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless and until an agreement is reached.

E. Proposal Inclusions. The Request for Proposals documents shall be submitted in their entirety, with ALL applicable portions fully completed by the Proposer. All Proposers are encouraged to review and confirm that their proposal includes and specifically addresses all of the proposal requirements prior to submitting as outlines elsewhere in this document.

F. Withdrawal of Proposal Before Closing. Any Proposer may request the withdrawal of its/his/her submitted proposal by written request at any time prior to the scheduled closing date and time. Upon receiving written request to withdraw any proposal, the City will consider the proposal null and void, and return the proposal to the Proposer. Withdrawal of proposal will not impact Proposer's resubmittal for this or any future proposal(s).

G. Proposal Submittal. All Proposers shall complete and return one (1) original, six (6) copies on standard sized paper, and one (1) digital copy (CD, Flashdrive, etc.) of their proposal. More than one (1) proposal from an individual, firm, partnership, or corporation under the same or different names will not be considered.

H. Contract Execution. The City's proposed agreement is attached as Attachment E.

I. Professional Licensing. The professional services provider, and any sub-consultant(s), shall possess any necessary professional certification(s) and/or license(s) relative to the work to be performed required by an appropriate licensing authority of the State of California and shall provide evidence of such to the City with their proposal or prior to commencement of the work in such a form as the City shall require.

J. Insurance Requirement. The Proposer shall, at its own expense, procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the consultants, its agent, representatives, employees, or subcontractors. Proposer shall also require all of its subcontractors assigned to provide services to procure and maintain the same insurance requirement for the duration of the Agreement. Specific insurance requirements are as follows:

- General Liability Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate liability.
- Automobile Liability Insurance of at least \$1,000,000.00 per accident Combined Single Limit (CSL);
- Worker’s Compensation Insurance of at least \$1,000,000.00 per claim;
- Professional Errors and Omissions Insurance of at least \$1,000,000.00 per occurrence and \$5,000,000.00 annual aggregate liability.

K. Business License. The professional provider, and any sub-consultant(s), shall obtain a valid City Business License on or before their commencement of work.

L. Public Record. Be advised that all information contained in proposals submitted in response to this solicitation shall become a matter of public record upon contract award, and made available upon request. The Proposer must identify, in writing, all copyrighted material, trade secrets or other proprietary information the Proposer claims are exempt from disclosure pursuant to the California Public Records Act. The Proposer who claims such an exemption must also state in the proposal that: “The Proposer agrees to indemnify and hold harmless the City and its officers, employees and agents from any claims, liability or damages against the City and to defend any actions brought against the City for its refusal to disclose such material, trade secrets or other proprietary information to any party.”

M. Equal Opportunity. The City requires all Proposers to comply with equal opportunity policies.

N. Independent Contractor. The selected Proposer will be an independent contractor. All persons employed by a firm in accordance with an executed agreement resulting from this RFP will be employees of the Proposer and not of the City.

O. Conflict of Interest. No official, officer, or employee of the City of Irwindale or of a local public body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. Furthermore, the parties hereto covenant and agree that to their knowledge, no board member, officer or employee of the City of Irwindale has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, or in the business of the contracting party other than the City, and that if any such interest comes to the knowledge of either party at any time, a full disclosure of such information will be made in writing to the other party or parties, even if such interest would not be considered a conflict of interest under Article 4 (commencing with Section 1090) or Article 4.6 (commencing with Section 1120) of Division 4 of Title 1 of the Government Code of the State of California.

P. Appendix. The appendix shall include any suggested additions or modifications to the scope that the individual/firm believes will enhance the quality of their proposal.

Individual/Firm brochures, exhibits, and any other pertinent documents may be included in the Appendix.

III. Scope of Work

A. Understanding the Scope of Work. The scope of work is generally described as providing contract food services at the Irwindale Senior Center, including a nutritional lunch program Monday through Friday and food services for luncheons. The scope of work is more specifically described in the following attachments and the selected proposed shall be required to comply with the following:

1. Attachment “A”: Scope of Services
2. Attachment “B”: Program and Service Contractor Requirements for Senior Nutrition Program
3. Attachment “C”: Holiday and Special Event Schedule (No Lunch Service Required)
4. Attachment “D”: Sample Menu

B. Responsibilities of City. With respect to the services to be provided by selected Proposer, the City shall be responsible for:

1. Electricity, water and gas for the Senior Center.
2. Maintenance contracts for mechanical equipment owned by the City.
3. Miscellaneous kitchen or dining room amenities for the Senior Center.
4. Trash removal for Senior Center functions.
5. Clean-up of kitchen when used.
6. Replacement costs for kitchen equipment for the Senior Center.

IV. Evaluation and Selection Process

A. Proposal Evaluation. A selection committee composed of City staff will review the proposals and will utilize the following qualifications-based ranking criteria:

Criteria	Points
Understanding of the Scope of Work (e.g. completeness of proposal; demonstrated grasp of work to be completed under this contract; expressed understanding of the project scope, objectives, and complexity).	15
Past performance and related experience of firm as a food services provider for other municipal agencies (e.g. previous experience in performing similar projects, results of reference checks, administrative information)	10
Variety of menu options.	25
Quality of food.	25
Cost Proposal.	15
Demonstrated ability to conform to City contract requirements	10
Total	100

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During the evaluation process, the City reserves the right, where it may serve the City’s best interest, to request additional information or clarification from proposing firms/individuals to allow corrections of errors or omissions. The City reserves the right to verify any information contained in proposals, including references, resumes, etc. The City reserves the right to investigate and research proposals, including facts and opinions that could be helpful in evaluating the capabilities of firms/individuals whether or not they were specifically included in the proposals.

B. Selection Process. The top-ranked firms/individuals may be requested to attend a meeting with City staff and/or the City Council to be interviewed. The interviews will allow the designated firms or individuals an opportunity to answer any questions that City staff and/or the City Council may have regarding their proposals. A sampling of typical menu items may be requested as part of the interview process. Participation in the interviews will be at no cost to the City. The City Council will make the final determination of the successful firm/individual.

C. Proposal Timeline. The City has identified anticipated key dates as follows:

- Solicit Proposals January 8, 2018
- Proposal Questions due January 17, 2017 by 2 p.m.
(PST)
- Proposals due January 23, 2018 by 2 p.m.
(PST)
- Proposal review and short list determined Week of February 5, 2018
- Interview process/Sampling of food February 12, 2018 @ 9 a.m.
- Recommendations to City Council February 28, 2018

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective contractors.

V. Requested Information

All proposals must provide specific and succinct answers to all questions and requests for information. Indirect, imprecise, or incomplete responses can serve only to the disadvantage of the Proposer. Please answer the questions in the format and order presented. Submissions of individual resumes alone will not be considered responsive to any specific question.

A. General Proposal

1. Letter of Transmittal: Signed by an authorized representative of the firm or the individual committing to provide the legal services described above, including a brief introduction and history of the firm, number of employees, proven work history, and a statement as to qualifications.

2. Table of Contents: Include a clear identification of the material by section and page number included in the proposal.
3. Qualifications: Provide professional experience and qualifications for the Proposer and/or firm and the designated individuals to provide the services specified in the Request for Proposals. Please include responses to the following specific information:
 - a. Describe your firm's background and history; include number of years in business and number of years providing legal services to public sector agencies. Company name, address, telephone, fax number, contact name and e-mail address. The proposal should state the size of the firm, the location of the office from which the work on this engagement is to be performed.
 - b. Location and office(s) that would serve the City.
 - c. Provide the name(s) and qualifications of person(s) who would be assigned to this project, including the following for each:
 - i. Certificates or licenses;
 - ii. Length of employment with the firm;
 - iii. Description of education including name of educational institutions, degrees conferred, and year of each degree;
 - iv. Professional background and professional associations;
 - v. Years of municipal or other local public sector experience;
 - vi. Experience in preparing and providing on-site food services;
 - vii. Specific expertise and training;
 - viii. Provide complete resumes of the persons designated by the firm to assist in this project.
4. Scope of Work. The Proposer shall include in its proposal a detailed scope of work and understanding of the process to undertake such projects and complete it in compliance with all applicable rules, regulations, standards and requirements. The Proposer shall also include:
 - a. One month of sample menus.
 - b. A list of creative and healthful ideas related to the food services operation of the Senior Center.

5. Client References. List of all contracts (for similar services set forth in this RFP) since 2007 and identify which, if any, were terminated or cancelled. If any contracts were terminated or cancelled, please provide a reason why.
6. Cost Proposal. This fee must include any and all fees that will be required in connection with the outline scope of services. The response should specify the basis upon which your fees will be calculated, expenses for which you would expect reimbursement, whether you would charge for travel time, the scope of services to be provided for your quoted fees and any other bond or tax counsel services that are not included in your fee proposal.
7. Acceptance Letter. The letter must be signed and returned with proposal.
8. Conflicts of Interest. The proposal should describe any engagement which may interfere with your firm's ability to provide independent and unbiased advice to the City. Provide a brief description of litigation pending against your firm with respect to municipal securities matters. In addition, describe any public finance transaction during the past five years in which your firm, if applicable, was removed or asked to resign from the financing.

ATTACHMENTS:

Attachment "A": Scope of Services

Attachment "B": Program and Service Contractor Requirements for Senior Nutrition Program

Attachment "C": Holiday and Special Event Schedule (No Lunch Service Required)

Attachment "D": Sample Menu

Attachment "E": Sample Form Contract

ATTACHMENT “A”
SCOPE OF SERVICES

FOOD REQUIREMENTS

Food supplies will meet all nutritional requirements of the United States Department of Agriculture (USDA) <https://www.usda.gov/topics/food-and-nutrition>. Menus will adhere to requirements of the Older American Act Nutrition Program <https://www.aging.ca.gov/ProgramsProviders/AAA/Nutrition/>; see Attachment “B”.

Contractor will prepare on average, 55 congregate meals (including home delivered meals) per day Monday through Friday, except on holidays designated by the City. City will give an exact number of daily preparation by 2:00 pm on the day prior to service. City will be charged a flat rate per meal.

Contractor will prepare a quantity of food necessary to assure shortages do not occur due to minor serving errors. The size of serving portions necessary to meet nutritional requirements will be communicated to the Senior Center Manager with each meal.

Contractor shall procure and keep in effect all necessary licenses, permits and food handler’s card’s required by law and shall post them in a prominent place in addition to state, and local laws and regulations pertaining to wages and hours of employment. All food prepares for the City will be prepared in a permitted kitchen with a health permit issued by the County of Los Angeles Department of Environmental Health. Contractor shall provide to the City a copy of the Contractor’s latest Food Manager’s Certificate.

Contractor shall comply with all federal, state, and local laws and regulations governing the preparing and handling of food. All meals provided shall meet the standards of the Federal Older Americans Act. Additional requirements regarding the State’s Elderly Nutrition Program may be found in Title 22, California Code of Regulations, beginning with §7638.5.

Contractor will not deliver and/or serve overcooked or undercooked food items. Contractor may deliver uncooked food items if requested in advance by the City. Fresh or frozen vegetables will be cooked only to the point of tenderness as time of delivery to the City. Fresh fruit will be served daily or as requested.

Contractor shall allow City to have access to Contractor’s purchase documents, food preparation, packaging and storage areas and the records which pertain to meals provided under this RFP in order to determine the adequacy of Contractor’s purchasing, cleaning, health and sanitation practices.

Meal assessments shall be conducted by the City on an on-going basis. Contractor shall work with the City to comply with reasonable requests for changes in food type, preparation method and quality. Records will be maintained by the City documenting the quality of food and service received from the successful Contractor. These records will be made available upon request.

Menus that are part of the approved normal menu rotation will be standardized as to menu item name, ingredients used, preparation method and manner in which delivered to the City. All meals provided on any one day will have identical ingredient items.

The City and the Contractor will work together to approve new menu items and changes in current menu items that will be added to the menu rotation. Contractor must provide City all new menu items under consideration: ingredients, preparation method, serving method and proposed packaging for delivery. New menu items must be approved by the City before they are used.

SUPPLIES

The Contractors will supply all necessary eating utensils, napkins, and condiments. Eating utensils must be heavy duty. i.e., strong enough to support a meal without collapsing. The contractor will deliver all additional supplies as order by the center's manager. Please see list of items.

- Disposable Plates – Rectangular 5 compartment
- Disposable Homebound Trays – with Compartment
- Disposable Bowls – 8oz Soup Bowls
- Disposable flatware – Bulk Pack
- Napkins – Dinner Size

DELIVERY

Meals shall be delivered as follows:

Meal Location: Irwindale Senior Center
16116 Arrow Highway CA, 91706

Number of meals Delivered each day: 55 meals

Time Food arrives on Site 10am – Monday – Friday (unless otherwise specified)

The Contractor will prepare and deliver meals according to the schedule developed by the Senior Center Manager. In addition, follow the holiday schedule (Attachment “C”) established by the Senior Center.

The Senior Center Manager reserves the right to add or delete meals sites or designate alternate meals locations, as appropriate, Subject to approval. Senior Center Manager may change the number of meals to be delivered, by notifying the contractor by 2pm of the day prior to delivery. The contractor shall deliver no more than 60 minutes prior to our 30 minutes after the agreed upon serving time. Meals must be transported under appropriate packing, heating and cooling temperature requirements.

Senior Center Staff shall serve foods for congregate meals within two hours after food preparation has been completed.

City will account for all meal items upon delivery and sign Contractor's receipt for those items. Discrepancies will be noted on the receipt form. Only large containers will be counted (e.g., pans, trays, cases, boxes, packages). A detailed inventory will not be conducted (e.g., number of servings, number of milk cartons, number of rolls). Each menu item will be listed as a separate line item, (e.g., "salad with dressing on the side" will be listed as "salad" and "dressing"). City shall not be required to pay for food or service not meeting the specifications outlined in this RFP, referenced documents and approved menus. Substandard meals may include, but are not limited to under-sized portions, missing items, over-cooked items, poor quality food items, and burnt food. Food may be procured by the city from alternate sources at Contractor's expense if the Contractor fails to deliver meals, portions of meals or suitable meals. City has right to deduct from fees paid to Contractor the cost of food and preparation necessary to replace these meals. Even if deductions are made for missing or substandard meals, substandard meals are considered unacceptable.

Contractor must immediately inform the City after Contractor is made aware of any food item or component thereof use by Contractor that is subject to a recall from the U.S. Consumer Product Safety Commission, the Food & Drug Administration and/or the U.S. Department of Agriculture. Contractor will not use such food items and will work with the City to determine an acceptable substitute food item, if necessary, for the period during which the food item or component thereof remains recalled.

ADDITIONAL REQUEST

Contractor shall be responsible for the ordering, purchasing and payment for all food items and consumable supplies to be used in the meal preparation. Food preparation may occur at the Contractor's site and under supervision of the Contractor's employees, or at the Irwindale Senior Center under Contractor's supervision.

LICENSES AND PERMITS

Contractor shall be required to apply for, obtain, and maintain throughout the term of the Agreement all necessary licenses and permits, including a business license from the City.

ATTACHMENT "B"

PROGRAM AND SERVICE CONTRACTOR REQUIREMENTS FOR SENIOR NUTRITION PROGRAM (California Code of Regulations, Title 22, § 7638.5)

Nutrition Requirements of Meals.

(a) Compliance with dietary guidelines:

(1) In accordance with Section 339 of the OAA (42 U.S.C. 3030g-21), each meal shall provide the following to participating individuals:

(A) If the program provides one (1) meal per day, a minimum of one-third (1/3) of the in the Dietary Reference Intakes (DRIs) by the Food and Nutrition Board, Institute of Medicine, National Academy of Sciences (2006), which are incorporated by reference.

(B) If the program provides two (2) meals per day, a minimum of two-thirds (2/3) of the DRIs.

(C) If the program provides three (3) meals per day, one hundred (100) percent of the RDAs.

(2) Meals shall comply with the Dietary Guidelines for Americans (2005. 6th.Edition) by the U.S. Department of Health and Human Services and the USDA, which is incorporated by reference.

(b) A meal analysis approved by a registered dietitian shall be done to ensure compliance with subsection (a) above, using either:

1. (1) a meal component system, or
2. (2) a detailed nutritional analysis.

(c) Food substitutions to meals originally planned must meet the requirements of this section and be approved by a registered dietitian.

(d) Menus shall:

1. Be planned for a minimum of four (4) weeks.
2. Be posted in a location easily seen by participants at each congregate meal site.
3. Be legible and easy to read in the language of the majority of the participants.
4. Reflect cultural and ethnic dietary needs of participants, when feasible and appropriate.

Note: Authority cited: Sections 9102 and 9105, Welfare and Institutions Code. Reference: 42 U.S.C. 3030g-21.

ATTACHMENT "C"

**IRWINDALE SENIOR CENTER
HOLIDAY & SPECIAL EVENTS SCHEDULE
(NO LUNCH SERVICE REQUIRED)**

JANUARY

January 15 2018 – Martin Luther King
January 26, 2018 – Monthly Birthday
Breakfast

FEBRUARY

February 9, 2018 – Valentines Dance
February 23, 2018 – Monthly Birthday
Breakfast

MARCH

March 16, 2018 – St. Patrick's Day
Dance
March 29, 2018 – Monthly Birthday
Breakfast
March 30, 2018 – Easter Egg Hunt &
Potluck

APRIL

April 20, 2018 – Spring Dance
April 27, 2018 – Monthly Birthday
Breakfast

MAY

May 11, 2018 – Mother's Day Brunch
May 25, 2018 – Monthly Birthday
Breakfast
May 28, 2018 – Memorial Day

JUNE

June 15, 2018 – Father's Day Event
June 28, 2018 – Monthly Birthday
Breakfast
June 29, 2018 – Senior Prom

JULY

July 26, 2018 – Monthly Birthday
Breakfast
July 27, 2018 – Luau Dance and
Potluck

AUGUST

August 17, 2018 – Special Event Dance
August 31, 2018 – Monthly Birthday
Breakfast

SEPTEMBER

September 3, 2018 - Labor Day
September 21, 2018 – Fall Harvest Dance

OCTOBER

October 26, 2018 – Monthly Birthday
Breakfast
October 31, 2018 – Halloween Dance

NOVEMBER

November 16, 2018 – Thanksgiving Dinner
Dance
November 22 & 23 2018 – Thanksgiving
Holiday
November 30, 2018 – Monthly Birthday
Breakfast

DECEMBER

December 7, 2018 – Gingerbread House /
Potluck
December 14, 2018 – Christmas Dinner
Dance
December 21, 2018 – Monthly Birthday
Breakfast
December 24 – January 4, 2019 - Holiday
Closure

ATTACHMENT "D"

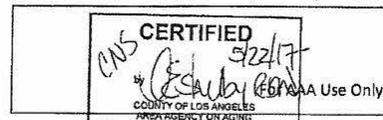
SAMPLE SENIOR CENTER MENU

Menu Pattern: Congregate and Home Delivered

Week: 1

Agency Name: Azusa, Claremont, El Monte, Pomona

Dates: 07/10/17-07/16/17 11/13/17-11/19/17 03/19/18-03/25/18
 08/21/17-08/27/17 12/25/17-12/31/17 04/30/18-05/06/18
 10/02/17-10/08/17 02/05/18-02/11/18 06/11/18-06/17/18



	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Soup / Juice: ½ c = serving Indicate Vitamin C source with * must have daily			Butternut Squash Soup 6 oz. Ladle		Orange Juice* ½ C = 4 oz.
Meat or Alternate: 3 oz. cooked edible protein. List portion size & components of mixed entrees	Chicken Parmesan (Breaded Chicken) 3oz. EP Chicken (w/o breading) - not ground 1 oz. LS Sauce	Beef Fajitas 3 oz. Beef Green Pepper & Onion ½ C = 4 oz. Spoodle	Chicken Divan 3 oz. Chicken 1 oz. LS Sauce 4 oz. Spoodle	A: Stuffed Pepper 3 oz. Ground Beef 1 oz. LS Sauce B: Meatloaf 3 oz. Ground Beef 1 oz. LS Sauce	[=] Baked Fish w/Crumb Topping 3 oz. Tilapia, Tartar LS Sauce 1 ea. OR Chili Egg Puff , 1 egg. 1.5 oz. Cheese, ½ C LS Cottage Cheese, 2"x2" Sq. Spatula
Grain or Bread: 1-2 servings ½ grains must be whole Indicate Portion Size	Whole Wheat Spaghetti ½ C = 4 oz. Spoodle	Seasoned Brown Rice ½ C = #8 Scoop <u>Flour Tortilla (1)</u>	Barley ½ C = #8 Scoop	Wheat Bread (1) Slice	Wheat Bread (1) Slice
Vegetables 1-2 Servings 1 serving = ½ cup OR 1 cup for leafy greens	Broccoli* ½ C = 4 oz. Spoodle	[=] Pinto Beans LS ½ C = 4 oz. Spoodle	Saute Spinach** ½ c- 4 oz Spoodle	[=] Mashed Potatoes ½ C = #8 Scoop	Yams** ½ C = 4 oz. Spoodle
Vegetable/Fruit: Vitamin A source must be served on 3 separate days /week indicate with **. If vegetable or fruit is used for vitamin A & C indicate with ***	Carrot & Raisin Salad** ½ C = #8 Scoop	Coleslaw* ½ C = #5 Scoop	Green Bean Salad LS ½ C = 4 oz. Spoodle	High "C" Combination Salad* (3 Tbsp Bell Pepper, 2 Tbsp Purple Cabbage, 2 Tbsp Tomato, ½ C Iceberg Lettuce) 1 Tbsp Italian Dressing 1 C = 2 x 4 oz. Spoodle	Romaine Salad 1 C = 2 x 4 oz. Spoodle 1 Tbsp. Ranch Dressing
Dessert: List portion size No Trans Fat Limit Sweets 1 x/week	[=] Banana 1 Medium to = ½ C	Diced or Fresh Pears ½ C = 4 oz. Spoodle	Cantaloupe or Tangelo* ½ C = 4 oz. Spoodle OR 1 each equal to ½ cup	Pineapple Chunks ½ C = 4 oz. Spoodle	[=] Chocolate Pudding ½ C = #8 Scoop No Trans Fat
Fortified[A&D] Milk: 8 oz. Low-fat or Nonfat	[=] 1% LF or NF Milk 8 oz.	[=] 1% LF or NF Milk 8 oz.	[=] 1% LF or NF Milk 8 oz.	[=] 1% LF or NF Milk 8 oz.	[=] 1% LF or NF Milk 8 oz.
Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces	Water – 6-8 ounces

43 Sodium
Potassium:

FY 2017-18 5-3-17 5-22-17

* Vit C; ** Vit A; *** Vit A&C; [+] High Sodium; [=] High Potassium

County Menu Template Revised 11-14

ATTACHMENT “E”

CITY OF IRWINDALE

CONTRACT SERVICES AGREEMENT FOR

THIS PROFESSIONAL SERVICES AGREEMENT (herein “Agreement”) is made and entered into this ____ day of _____, 2017, by and between the CITY OF IRWINDALE, a California municipal corporation (“City”) and _____ (herein “Consultant”).

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the “Special Requirements” attached hereto as Exhibit “B” and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit “B” and any other provisions of this Agreement, the provisions of Exhibit “B” shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the “Schedule of Compensation” attached hereto as Exhibit “C” and incorporated herein by this reference, but not exceeding the maximum contract amount of _____ Dollars (\$_____) (“Contract Sum”).

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category),

travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars (\$5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay

notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until terminated but not to exceed five (5) years; provided, however, that the Contract Officer may approve an extension, in writing, of the term for a cumulative maximum of two (2) one (1) year extensions for Contractor to provide services for such additional years, without the requirement of any official action by the City Council of the City or an amendment to this Agreement, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Nadar Poursadeghi, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. John Davidson, City Manager [or such person as may be designated by the City Manager] is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Required Insurance Policies.

Without limiting Consultant's indemnification of the City and prior to commencement of services, Consultant shall obtain, provide and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

(a) Comprehensive General Liability Insurance. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

(c) Professional Liability (errors & omissions) Insurance. Consultant shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.

(d) Workers' Compensation Insurance. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

5.2 Other Provisions or Requirements.

(a) Proof of Insurance. Consultant shall provide certificates of insurance to City as evidence of the insurance coverage required in section 5.1, and for purposes of Workers' Compensation Insurance Consultant shall submit a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers. Should the Consultant be a sole proprietor, the Consultant shall complete and submit a declaration of sole proprietors form to the City in lieu of proof of Workers' Compensation as it not required for sole proprietors. The insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance of services. Current certification of insurance shall be kept on file with City at all

times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(b) Duration of Coverage. Consultant shall procure and maintain each of the insurance policies required in Section 5.1 for the duration of the Agreement, and any extension thereof.

(c) Primary/Noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall be excess to the Consultant's insurance and shall not contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(d) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(e) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subconsultants.

(g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the City to inform Consultant of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Consultant maintains higher limits than the minimums shown above,

the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General liability and automobile policies shall provide or be endorsed to provide that City and its officers, officials, employees, agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved by the City in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Consultant agrees to ensure that its subconsultants, subcontractors, and any other party involved with the services, which are the subject of this Agreement, who is brought onto or involved in these services by Consultant, provide the same minimum insurance coverage and endorsements required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the services will be submitted to City for review.

(n) City's Right to Revise Specifications. The City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Consultant, the City and Consultant may renegotiate Consultant's compensation.

(o) Deductibles/ Self-insured Retentions. Any deductibles and self-insured retentions must be declared to and approved by City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the City, its officers, officials, employees, agents and volunteers, or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claims administration and defense expense.

(p) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance

under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Consultant shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

(a) Indemnity for Professional Liability. Consultant shall indemnify, protect, defend and hold harmless City and any and all of its officers, officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel’s fees and costs where the same arise out of, are a consequence of, or are in any way attributable to whole or in part by, any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this agreement.

(b) Indemnity for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, 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 legal counsel 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 Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant, but excluding such claims or liabilities to the extent caused by the sole negligence or willful misconduct of the City.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the “books and records”), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

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

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, 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 Consultant gives the City notice of such court order or subpoena.

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

(d) Consultant shall promptly notify the City should Consultant 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. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the “documents and materials”) prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Consultant with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract

or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Irwindale, 5050 N. Irwindale Ave., Irwindale CA 91706 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver.

A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering

into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

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

CITY:

CITY OF IRWINDALE, a municipal corporation

Mark A. Breceda, Mayor

ATTEST:

Laura M. Nieto, Deputy City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONSULTANT:

By: _____
Name:
Title:

By: _____
Name:
Title:

Address: _____

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT’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 CONSULTANT’S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2016 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
<input type="checkbox"/> INDIVIDUAL		_____
<input type="checkbox"/> CORPORATE OFFICER		TITLE OR TYPE OF DOCUMENT
_____	TITLE(S)	
<input type="checkbox"/> PARTNER(S)	<input type="checkbox"/> LIMITED	_____
	<input type="checkbox"/> GENERAL	NUMBER OF PAGES
<input type="checkbox"/> ATTORNEY-IN-FACT		
<input type="checkbox"/> TRUSTEE(S)		_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR		DATE OF DOCUMENT
<input type="checkbox"/> OTHER _____		

SIGNER IS REPRESENTING:		_____
(NAME OF PERSON(S) OR ENTITY(IES))		SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

- I. Consultant will perform the following services:**
 - A.
 - B.
 - C.

- II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:**
 - A.
 - B.
 - C.

- III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:**
 - A.
 - B.
 - C.

- IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.**

- V. Consultant will utilize the following personnel to accomplish the Services:**
 - A.
 - B.
 - C.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following Services at the following rates:

		RATE	TIME	SUB-BUDGET
A.	Task A	_____	_____	_____
B.	Task B	_____	_____	_____
C.	Task C	_____	_____	_____
D.	Task D	_____	_____	_____
E.	Task E	_____	_____	_____

II. A retention of ten percent (10%) shall be held from each payment as a contract retention to be paid as a part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

IV. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all materials and equipment properly charged to the Services.
- C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.
- D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed \$ _____, as provided in Section 2.1 of this Agreement.

VI. Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

		<u>Days to Perform</u>	<u>Deadline Date</u>
A.	Task A	_____	_____
B.	Task B	_____	_____
C.	Task C	_____	_____

II. Consultant shall deliver the following tangible work products to the City by the following dates.

- A.
- B.
- C.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.