

1 **AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES**

2 **(CONNIE H. LEACH)**

3
4 THIS AGREEMENT is made and entered into this 30th day of August 2004, by and
5 between the City of Riverside, a municipal corporation, hereinafter referred to as "City," and CONNIE
6 H. LEACH, hereinafter referred to as "Consultant", with respect to the following facts:

7 **RECITALS:**

8 WHEREAS, City requires the services of a consultant to serve as the advisor to the
9 Riverside Youth Council, to coordinate all organizational aspects of the Youth Commission, and to
10 perform all the other necessary tasks to further the Mayor's and City Council's goals of increasing
11 youth awareness of and participation in city government; and

12 WHEREAS, Consultant has the necessary experience in providing such consulting
13 services and advice on youth issues; and

14 WHEREAS, selection of Consultant is expected to achieve the desired results in an
15 expedited fashion.

16 WHEREAS, Consultant has submitted a proposal to City and has affirmed its willingness
17 and ability to perform such work:

18 **NOW, THEREFORE, City and Consultant agree as follows:**

19 1. Retention of Consultant. City retains Consultant to perform, and Consultant agrees to
20 render, those services (hereinafter "the services") defined in Exhibit "A," attached hereto and
21 incorporated herein by this reference in accordance with the terms and conditions set forth herein.

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

26 3. Term. The term of this Agreement shall become effective on the date first written
27 above, and shall remain in effect until April 1, 2005, unless otherwise terminated pursuant to the

1 provisions stated herein.

2 4. Subcontracting. Consultant shall not subcontract any portion of the work required by
3 this Agreement, without prior written approval of City. Subcontracts, if any, shall contain a
4 provision making them subject to all provisions stipulated in this Agreement.

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

8 6. Compensation - Payment. In consideration for the performance of the services, City
9 shall pay Consultant \$50.00 per hour for a total not to exceed \$20,000.00.

10 7. Independent Contractor. Consultant shall at all times during its performance of the
11 services retain its status as independent contractor. Consultant's employees and agents shall under
12 no circumstances be considered or held to be employees or agents of City, and City shall have no
13 obligation to pay or withhold state or federal taxes or provide workers' compensation or
14 unemployment insurance for or on behalf of them or Consultant.

15 8. Indemnification. Except as to the sole negligence, or willful misconduct of City,
16 Consultant shall defend, indemnify and hold the City, its officers and employees, harmless from any
17 and all loss, damage, claim for damage, liability, expense or cost, including attorney's fees, which
18 arises out of or is in any way connected with the performance of work under this Agreement by
19 Consultant or any of the Consultant's employees, agents or subconsultants and from all claims by
20 Consultant's employees, subconsultants and agents for compensation for services rendered to
21 Consultant in the performance of this Agreement, notwithstanding that City may have benefitted
22 from their services. This indemnification provision shall apply to any acts or omissions, willful
23 misconduct or negligent conduct, whether active or passive, on the part of Consultant or of
24 Consultant's employees, subconsultants or agents.

25 The parties expressly agree that any payment, attorney's fee, costs or expense City incurs
26 or makes to or on behalf of an injured employee under the City's self-administered workers'
27 compensation is included as a loss, expense or cost for the purposes of this Section, and that this

1 Section shall survive the expiration or early termination of the Agreement.

2 9. Business Tax. Consultant understands that its performance of the services will
3 constitute doing business in the City of Riverside, and it shall, therefore, register for and pay a
4 business tax pursuant to Chapter 5.04 of the Riverside Municipal Code.

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

12 11. Time of Essence. Time is of the essence for each and every provision of this
13 Agreement.

14 12. City's Right to Employ Other Consultants. City reserves the right to employ other
15 consultants in connection with the project.

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

25 14. Conflict of Interest. Consultant warrants that by execution of this Agreement, that
26 they have no interest, present or contemplated, in the projects affected by the above-described
27 project. Consultant further warrants that they do not have any real property, business interests or

1 income that will be affected by this project or, alternatively, that Consultant will file with the City
2 an affidavit disclosing any such interest.

3 15. Solicitation. Consultant maintains and warrants that it has not employed nor retained
4 any company or person, other than a bona fide employee working solely for Consultant, to solicit or
5 secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any
6 company or person, other than a bona fide employee working solely for Consultant, any fee,
7 commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from
8 the award or making of this Agreement. For breach or violation of this warranty, City shall have the
9 right to rescind this Agreement without liability.

10 16. General Compliance with Laws. Consultant shall keep fully informed of federal,
11 state and local laws and ordinances and regulations which in any manner affect those employed by
12 Consultant, or in any way affect the performance of services by Consultant pursuant to this
13 Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and
14 regulations and shall be responsible for the compliance of Consultant's services with all applicable
15 laws, ordinances and regulations.

16 17. Amendments This Agreement may be amended or supplemented only by written
17 agreement and/or change order signed by both parties.

18 18. Termination. This Agreement may be terminated by either party upon thirty (30)
19 days prior written notice to the other party.

20 In the event of a substantial failure of performance by Consultant, City may terminate this
21 Agreement upon a ten (10) day written notice to Consultant. The ten-day notice period shall be used
22 by both parties in an attempt to negotiate resolution of disputes and remedy any breach.

23 This Agreement may be terminated by City at any time upon written notice to Consultant
24 if City decides to abandon or indefinitely postpone the project.

25 In the event of termination, City shall determine and pay to Consultant as full payment for
26 all work performed and all expenses incurred hereunder the amount which bears the same ratio to
27 the maximum fee otherwise payable under this Agreement as the ratio which the work actually

1 rendered bears to the totality of the services which would have been rendered had the Agreement
2 been fully performed. In ascertaining the work actually rendered through the termination date, City
3 shall consider completed work, work in progress and complete and incomplete reports and other
4 documents only after delivery to City.

5 19. Ownership of Documents. All reports, maps, drawings and other contract
6 deliverables prepared under this Agreement by Consultant shall be and remain the property of City
7 upon City's compensation of Consultant for its services as herein provided. Consultant shall not
8 release to others information furnished by City without prior approval of the Contract
9 Administrator.

10 20. Venue. Any action at law or in equity brought by either of the parties hereto for the
11 purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of
12 competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive
13 all provisions of law providing for a change of venue in such proceedings to any other county.

14 21. Notices. Service of any notices, bills, invoices or other documents required or
15 permitted under this Agreement shall be sufficient if sent by one party to the other by United States
16 mail, postage prepaid and addressed as follows:

17 City
18 City Manager
19 City of Riverside
20 3900 Main Street
21 Riverside, CA 92522

Consultant
 Connie H. Leach

22 22. Successors and Assigns. It is mutually understood and agreed that this Agreement
23 shall be binding upon City and Consultant and their respective successors. Neither this Agreement
24 or any part hereof nor any monies due or to become due hereunder may be assigned by Consultant
25 without the prior consent of the Contract Administrator.

26 23. Nondiscrimination. During Consultant's performance of this Agreement, Consultant
27 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

1 Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual
2 orientation, in the selection and retention of employees and subconsultants and the procurement of
3 materials and equipment, except as provided in Section 12940 of the California Government Code.
4 Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in
5 the performance of this Agreement.

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

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

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

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

22 CITY OF RIVERSIDE, a
23 municipal corporation

CONSULTANT

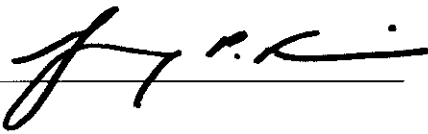
24 By: 
25 City Manager

By: 
CONNIE H. LEACH

26
27 Attest: 
City Clerk

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APPROVED AS TO FORM:
Gregory P. Priamos, City Attorney

By: 

CERTIFIED AS TO FUND AVAILABILITY:

By: 
Finance Director

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04-1838

CONSULTANT, RIVERSIDE YOUTH COUNCIL/COMMISSION, OFFICE OF THE MAYOR

- Vision:** Youth advocating youth with integrity and purpose; empowered with the voice to shape the future
- Mission:** To provide youth with the opportunity to participate in City government and share in the decision making through a commission intended for the purpose of addressing youth issues
- Goals:** Provide Youth with a forum for civic engagement in Riverside
Advance the vision for youth in the strategic plan for the City
Create opportunities for youth involvement in the community
Appropriate funds for youth initiatives through the Riverside Youth Council/Commission mini-grant program

SCOPE OF SERVICES

Provide consulting services to the City of Riverside relevant to its newly established Youth Council to include:

- Serve as the advisor to the Riverside Youth Council/Commission (YC)
- Recruit and conduct the preliminary assessment of all youth commissioners and adult mentors/advocates
- Coordinate all logistics and organizational aspects of the YC
- Organize and facilitate training of all YC members
- Organize and lead a two day YC retreat each year to assist in the development of future YC groups and in the assessment of the current program
- Schedule the Mayor and City Council to interview YC finalists
- Guide the YC members in establishing goals and strategies
- Network and coordinate the appearance of YC members at city and community functions
- Serve as the administrative liaison between YC, RUSD, AUSD, Private Schools and the City of Riverside
- Consult with the City Attorney on matters of legal significance to the YC and the City of Riverside
- Develop, oversee and guide the agenda at all YC meetings (bi-monthly) and sub-committee (weekly) meetings
- Research potential projects and assist in the development of City Council presentations to address critical youth issues as determined by the YC and City Council
- Make appropriate notification to the City Communications Officer on YC activities that may result in media attention
- Organize and facilitate citywide youth forum and focus groups
- Teach, guide, administer and manage the mini-grant program
- Oversee the YC in recruiting and maintaining a cadre of high school students for the YC created peer jury program
- Designate a committee comprised of youth commissioners and adult facilitators to research and study the feasibility of administering the Attitudes and Behavior survey to all 7th through 12th grade students in the City of Riverside. This survey will identify the city's strengths and the areas needing improvement as they relate to youth services and programs. Target date for citywide distribution: Fall 2006.
- Join the national high school 'get out the vote' effort, ideally enlisting every high school in Riverside to embrace the YC effort to recruit each high school student to garner ten pledges from City residents including friends, neighbors, and families to vote in November, including registering all 18 year old Riverside residents and any other Riverside residents who are eligible but unregistered prior to the November 2004 election; and to follow up on the results of the pledges and their efforts
- Increase youth participation on City Boards and Commissions
- Work with the YC to create marketing opportunities and public relations campaigns to present to citywide civic organizations, service clubs and neighborhood-based groups to gain additional exposure and support
- Work with the Mayor and the members of City Council to designate a true department within the city government dedicated to the support and empowerment of a coalition of the city youth.

Contract Fee:

August 1, 2004 – April 1, 2005	\$20,000
Projected Hours	600 (Discounted to 400 hours; 12.5 hours per week)
Hourly Rate	\$50.00 (Discounted from \$75.00)

*Full council meetings are bi-monthly. Public meetings will be monthly assuming the Charter Amendment allowing minors to sit on Boards and Commissions is passed in November 2004. Sub committees will meet weekly.

EXHIBIT A

RECEIVED

DOCUMENT TRANSMITTAL FORM

8/30/04



CITY OF SAN JOSE
CITY CLERK'S OFFICE

TO: CITY CLERK'S OFFICE
FROM: CITY ATTORNEY'S OFFICE
DATE: 8/30/04

CONTRACTOR/OTHER PARTY: Connie Leach

DOCUMENT DESCRIPTION/BID NO.: Professional Services Agreement - Youth Council Advisor

Approved by [City Council] [Agency] on
Anticipated [City Council] [Agency] future agenda of
X No City Council action required

Insurance required:

X No
Yes, as attached
Yes, withhold execution until received

Bonds required:

X No
Yes, as attached
Yes, withhold execution until received

Agreement date(s):

City Council Approval Date:

X Date City executes Actual

Other:

Agreement expiration date: April 1, 2005

Type of Insurance required (unless waived by the Risk Manager):

Commercial General Liability
Auto
Professional Liability
Workers' Compensation
Other:

Comments: Return 1 original to Connie Leach

Department: City Manager

Contact person: Troy Brown

Approved as to form by: Gregory P. Priamos

Date Approved as to Form: 8/27/04

CA #: 04-1838

cc: Purchasing Division
Originating Department:

SCANNED

SEP 01 2004

CITY CLERK'S OFFICE

* Scanner: Black Out
Contractor's
Address

Mailed
9-1-04
J.V.

Signed
8-30-04