

1 the qualifications and experience of the personnel to be used are vital to professional and timely
2 completion of the services. The key personnel listed in Exhibit "B" attached hereto and
3 incorporated herein by this reference and assigned to perform portions of the services shall
4 remain assigned through completion of the services, unless otherwise mutually agreed by the
5 parties in writing, or caused by hardship or resignation in which case substitutes shall be
6 subject to City approval.

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

10 6. Contract Administration. A designee of the City will be appointed in writing by the
11 Development Department to administer this Agreement on behalf of City and shall be referred
12 to herein as Contractor Administrator.

13 7. Compensation – Payment. In consideration for the performance of the services, City
14 shall pay Consultant in accordance with the terms and conditions set forth in the attached
15 Exhibit "A," for a total not to exceed *Fifteen Thousand Dollars* (\$15,000.00)

16 8. Prevailing Wage. If applicable, Consultant and all subconsultants are required to
17 pay the general prevailing wage rates of per diem wages and overtime and holiday wages
18 determined by the Director of the Department of Industrial Relations under Section 1720 et seq.
19 of the California Labor Code and implemented by Resolution No. 13346 of the City Council of
20 the City of Riverside. The Director's determination is on file and open to inspection in the
21 office of the City Clerk and is referred to and made a part hereof; the wage rates therein
22 ascertained, determined and specified are referred to and made a part hereof as though fully set
23 forth herein.

24 9. Independent Contractor. Consultant shall at all times during its performance of the
25 services retain its status as independent contractor. Consultant's employees and agents shall
26 under no circumstances be considered or held to be employees or agents of City, and City shall
27 have no obligation to pay or withhold state or federal taxes or provide workers' compensation
28

1 or unemployment insurance for or on behalf of them or Consultant.

2 10. Indemnification. Except as to the sole negligence, or willful misconduct of City,
3 Consultant shall defend, indemnify and hold the City, its officers and employees, harmless
4 from any and all loss, damage, claim for damage, liability, expense or cost, including attorney's
5 fees, which arises out of or is in any way connected with the performance of work under this
6 Agreement by Consultant or any of the Consultant's employees, agents or subconsultants and
7 from all claims by Consultant's employees, agents and subconsultants compensated for services
8 rendered to Consultant in the performance of this Agreement, notwithstanding that City may
9 have benefited from their services. This indemnification provision shall apply to any acts or
10 omissions, willful misconduct or negligent conduct, whether active or passive, on the part of
11 Consultant or Consultant's employees, agents or subconsultants.

12 The parties expressly agree that any payment, attorney's fee, costs or expense City
13 incurs or makes to or on behalf of an injured employee under the City's self-administered
14 workers' compensation program is included as a loss, expense or cost for the purposes of this
15 Section, and that this Section shall survive the expiration or early termination of the
16 Agreement.

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

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

27 13. Time of Essence. Time is of the essence for each and every provision of this
28 Agreement.

1 14. City's Right to Employ Other Consultants. City reserves the right to employ other
2 consultants in connections with the project.

3 15. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings,
4 description, computer program data, input record data, written information, and other materials
5 either created by or provided to Consultant in connection with the performance of this
6 Agreement shall be held confidential by Consultant, except as otherwise directed by the
7 Contract Administrator. Nothing furnished to Consultant that is otherwise known to the
8 Consultant or is generally known, or has become known, to the related industry shall be
9 deemed confidential. Consultant shall not use City's name or insignia, photographs of the
10 project, or any publicity pertaining to the services or the project in any magazine, trade paper,
11 newspaper, television or radio production or other similar medium without the prior written
12 consent of the City. City will also treat all methodologies provided by Consultant as
13 confidential and will make every reasonable effort to maintain the confidentiality of such
14 methods.

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

21 17. Solicitation. Consultant represents and warrants that it has not employed nor
22 retained any company or person, other than a bona fide employee working solely for
23 Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not
24 paid nor has it agreed to pay any company or person, other than a bona fide employee working
25 solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other
26 consideration contingent upon or resulting from the award or making of this Agreement. For
27 breach or violation of this warranty, City shall have the right to rescind this Agreement without
28 liability.

1 18. General Compliance with Laws. Consultant shall keep fully informed of federal,
2 state and local laws and ordinances and regulations which in any manner affect those employed
3 by Consultant, or in any way affect the performance of services by Consultant pursuant to this
4 Agreement. Consultant shall at all times observe and comply with all such laws, ordinances,
5 and regulations and shall be responsible for the compliance of Consultant's services with all
6 applicable laws, ordinances and regulations.

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

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

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

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

17 In the event of termination, City shall determine and pay to Consultant as full payment
18 for all work performed and all expenses incurred hereunder the amount which bears the same
19 ratio to the maximum fee otherwise payable under this Agreement as the ratio which the work
20 actually rendered bears to the totality of the services which would have been rendered had the
21 Agreement been fully performed. In ascertaining the work actually rendered through the
22 termination date, City shall consider completed work, work in progress and complete and
23 incomplete reports and other documents only after delivery to City.

24 21. Ownership of Documents. All reports, maps, drawings and other contract
25 deliverables prepared under this Agreement by Consultant shall be and remain the property of
26 City upon City's compensation of Consultant for its services as herein provided, except for
27 Consultant's proprietary job evaluation tools. Consultant shall not release to others information
28 furnished by City without prior approval of the Contract Administrator.

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

6 23. Notices. Service of any notices, bill, invoice or other documents required or
7 permitted under this Agreement shall be sufficient if sent by one party to the other by United
8 States mail, postage prepaid and addressed as follows:

<u>City</u>	<u>Consultant</u>
Belinda Graham, Director Development Department 3900 Main Street Riverside, CA 92522	Connie Leach

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

17 25. Nondiscrimination. During Consultant's performance of this Agreement,
18 Consultant shall not discriminate on the grounds of race, religious creed, color, national origin,
19 ancestry, age, physical disability, mental disability, medical condition including the medical
20 condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto,
21 marital status, sex or sexual orientation, in the selection and retention of employees and
22 subconsultants and the procurement of materials and equipment, except as provided in Section
23 12940 of the California Government Code. Further, Consultant agrees to conform to the
24 requirements of the Americans with Disabilities Act in the performance of this Agreement.

25 26. Severability. Each provision, term, condition, covenant and/or restriction, in whole
26 and in part, in this Agreement shall be considered severable. In the event any provision, term,
27 condition, covenant and/or restriction in whole or in part, in this Agreement is declared invalid,
28 unconstitutional, or void for any reason, such provision or part thereof shall be severed from

1 this Agreement and shall not affect any other provision, term, condition, covenant or restriction
2 of this Agreement and the remainder of the Agreement shall continue in full force and effect.

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

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

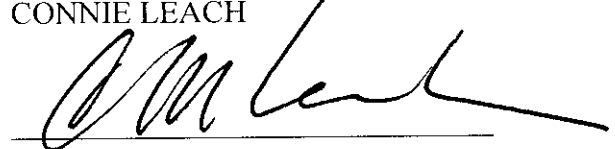
12 IN WITNESS WHEREON City and Consultant have caused this Agreement to be duly
13 executed on the day and year first above written.

14 CITY OF RIVERSIDE

CONNIE LEACH

15
16 By:  _____

17 Bradley J. Hudson
18 City Manager

 _____

19 Attest:  _____

20 Colleen J. Nicol, City Clerk
21

22 APPROVED AS TO FORM:

23
24 By:  _____

25 Gregory P. Priamos
26 City Attorney

27 O:\Cycrom\WPDocs\D013\P003\00053523.DOC
28 [04-1382.2]

**CONSULTANT SERVICES FOR THE MULTICULTURAL YOUTH FESTIVAL
APRIL 23, 2006**

Purpose: To offer a venue where the citizens of Riverside can explore and celebrate the cultural heritage of the community. While the festival will focus on the experience of youth from around the world, it will be planned as a family event offering entertainment, ethnic cuisine, educational activities, and the artistic creativity of all cultures.

Mission: The Multicultural Youth Festival, "How Big Is YOUR World?" hopes to achieve a twofold objective: to highlight the similarities among youth of different cultures balanced with the awareness that each person is also a unique individual. Thorough knowledge, dialogue, and information sharing, the festival aims to teach young people to recognize that the differences distinctive of a group can actually enrich both individuals and the community.

Scope of Services:

- Develop and implement activities consistent with the purpose of the festival
- Solicit funding to support the operating costs for the festival
- Recruit students from Riverside colleges and high schools to participate in the event
- Develop promotional materials for marketing purposes
- Secure citywide advertising for the festival
- Recruit adults from various community organizations to participate as partners with youth in planning and implementing country booths
- Contact vendors for food and crafts consistent with the multicultural theme
- Retain complete and accurate records with respect to costs incurred in the planning and implementation of the festival
- Secure permits required by county and city agencies
- Direct set up and tear down of event
- Supervise all facets of operation on day of event
- Complete tasks after completion of the event such as sponsor and volunteer thank you letters, city council debrief, and festival evaluation
- Prepare a report outlining the event plan and "lessons learned" as a resource for future planning

Contract Fee: \$15,000.00

EXHIBIT A

EXHIBIT B

KEY PERSONNEL

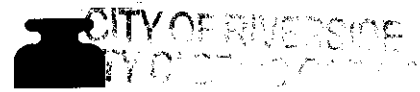
Pursuant to Item 4 of the Agreement, key personnel assigned to perform the agreed upon services are listed as follows:

Connie Howard Leach

DOCUMENT TRANSMITTAL FORM

RECEIVED

JAN 03 2006



TO: CITY CLERK'S OFFICE
FROM: CITY ATTORNEY'S OFFICE
DATE: January 3, 2006

CONTRACTOR/OTHER PARTY: Connie Howard

DOCUMENT DESCRIPTION/BID NO.: Multi-Cultural Youth Festival - Agreement for Consultant

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

Insurance required: Bonds required:
X No X No
Yes, as attached Yes, as attached
Yes, withhold execution until received Yes, withhold execution until received

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

- Commercial General Liability
- Auto
- Professional Liability
- Workers' Compensation
- Other:

Dupt Head
B. Graham

Agreement date(s):
X City Council Approval Date: 1-9
Date City executes
Other:
Agreement expiration date: 5/1/06

Comments: PLEASE RETURN ORIGINAL TO CONNIE LEACH AND COPY TO BELINDA GRAHAM.

Department: Development
Contact person: Belinda Graham
Approved as to form by: Gregory P. Priamos
Date Approved as to Form: 1/3/06

CA #: 04-1382.2

cc: Purchasing Division
Originating Department: Development 1-9/10