

CITY OF EUREKA HOUSING AUTHORITY

**Request for Proposals
For
Community Engagement Consulting**

Date of Issuance: July 11th, 2022

RESPONSES MUST BE RECEIVED NO LATER THAN
August 24, 2022

DELIVER OR MAIL TO:
City of Eureka Housing Authority
Attn: Heather Humphreys
735 West Everding Street
Eureka, CA 95503

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I. PURPOSE

The purpose of this Request for Proposals (RFP) is to select the most-qualified Consultant to provide a comprehensive community outreach and engagement program to identify community issues/priorities regarding affordable housing in Eureka and develop a report summarizing the findings and recommendations. The State of California Regional Early Action Planning (REAP) Grant Funding allocated through the Humboldt County Association of Governments will be used to fund this project.

II. BACKGROUND

The City of Eureka Housing Authority (“CEHA”), a special purpose government, was incorporated on August 6, 1946 under the California State Health and Safety Code, Section 34200. The Public Housing Authority (PHA) was established to provide clean, decent, safe, sanitary, and affordable housing to low-income families. The PHA has a five-member board of commissioners that provides oversight.

PHAs across the country have been working to reposition their traditional public housing units, motivated by the backlog of capital needs, the administrative burdens of public housing programs, uncertain revenues year to year, and the possibility of redeveloping and leveraging public housing assets to provide more affordable housing. The Board of Commissioners approved CEHA’s Repositioning Plan in a regular meeting on June 21, 2022, and CEHA is positioned to make changes to its public housing portfolio that will significantly increase the number of households served and improve the physical and financial position of the portfolio.

Success in repositioning CEHA’s public housing portfolio is more likely with involvement of residents and key stakeholders. CEHA recognizes repositioning is a choice in service of providing more and better affordable housing to families that are current residents and to families for decades to come. Involving residents and other key stakeholders is important for CEHA and the stakeholders. For residents, communication is valuable on two levels. First, it provides CEHA a means to communicate how repositioning will impact current residents. Ensuring residents understand what repositioning means for their family is a priority for CEHA. Second, seeking residents’ input of redevelopment options will benefit the future development. Input from current residents about future plans will provide meaningful actionable advice. Asking residents to be part of planning for their future communities will also create a stake in the new community.

The intent of this project is to develop a comprehensive communication plan and to elicit input from residents and other stakeholders regarding CEHA’s future plans for redevelopment in the city of Eureka.

III. GENERAL REQUIREMENTS

- A. Respondents shall have at least five (5) years of experience relative to the scope of work.
- B. The proposed term of the contract under this RFP shall be for one year with the expectation of the project to be completed within 6 months from award.

- C. The Proposer shall provide a description of local or regional experience.
- D. The Proposer must include a plan to provide outreach in both English and Spanish.
- E. The Proposer must be able to develop and execute a communications plan to collect, analyze, and report on relevant local data.

IV. SCOPE OF SERVICES

- A. The selected Respondent shall provide the following scope of services as follows:

Task 1: Conduct Introduction Meeting with PHA staff to Develop the Community Engagement Strategy

The Consultant will facilitate meetings with PHA staff to gather information and develop action item priorities to help shape the community engagement plan. The purpose of the plan is to provide meaningful opportunities for dialogue between the PHA and community. Key engagement activities MAY include:

- Listening sessions with community groups such as residents, neighborhood groups, local schools/boards, housing interest groups, etc.
- Additional outreach opportunities such as pop-up tabling, tabling at city or county events, library, or door-to-door.
- Online engagement via social media platforms including the PHA website, Facebook, LinkedIn, etc.
- Surveys requesting input from board community populations.

The final Community Engagement Plan should include:

1. A final list of engagement activities;
2. A detailed schedule outlining the dates, times, locations, and outreach activity;
3. The production of any Survey, Conversation Toolkits, and all materials required for proposed engagement activities.

Based on any feedback from staff, the Consultant will revise and present the final Community Engagement plan to the PHA management team.

Task 2: Begin Community Engagement Process

The engagement process will involve surveying the community regarding their goals, expectations, and concerns regarding the community's specific affordable housing needs and expectations. The feedback received during this task will be incorporated in the Community Engagement Outcomes.

Task 3: Prepare Final Community Engagement Outcomes Report

The purpose of the final report is to develop a clear, concise document of the survey's findings. The report should be produced for the general public. The use of graphics is encouraged to help communicate the key findings in the survey. The final report should

be able to clearly and effectively express the key needs. The final report should include, at a minimum:

1. Executive Summary highlighting the key findings from the survey
2. Data and Analysis research gathered throughout the process
3. Community Engagement process and major themes and community/stakeholder priorities
4. Recommendations to the PHA for moving forward

The Consultant will provide a draft final report for staff review. Based on the feedback from staff, the Consultant will revise the draft report and present it to the Board of Commissioners (remote presentation acceptable).

Goals of Project

- Creatively engage a diverse group of the community in the idea-generation and decision-making process for the future of affordable housing in Eureka.
- Develop a final list of overarching desired housing outcomes that have broad public and political support and will best meet the long-term needs of the community.
- Develop a list of any specifically identified needs or requests for redevelopment housing (replacement of traditional public housing units).

V. SCHEDULE

<u>TASK</u>	<u>DEADLINES*</u>
Release of Requests for Proposals	July 11, 2022
Submittal of Questions	July 22, 2022 by 5:00 pm
Response to Questions	July 28, 2022 by 5:00 pm
Proposal Due Date	August 24, 2022 by 4:30 pm
Proposal Review/Evaluation	Week of August 29 th 2022
Optional Interview (if required)	Week of September 6, 2022
Tentative award of contract	September 2022
Tentative Start date	September/October 2022

* *These dates are anticipated and may change.*

VI. LIST OF INTERESTED PROPOSERS

The full content of the RFP is available through the PHA website at eurekaumboldttha.org. If addendums are necessary, they will be posted on the PHA website as well, below the original posting. All respondents interested in proposing under this RFP are encouraged to request to be added to our "List of Interested Proposers" for the project. This list will be used to email any project updates, addendums, changes, or responses to written inquires and will be distributed to all interested contractors. To get on the list please email heatherh@eurekaumboldttha.org or call Heather at 707.443.4583 x219.

VII. QUESTIONS

All questions regarding this RFP shall be submitted in writing by email to: Heather Humphreys at heatherh@eurekaumboldttha.org. The date and time when questions must be submitted are shown in “Section V-Schedule” of this RFP. Questions with their answers will be posted on the PHA website by the date and time set forth in this RFP.

VIII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the PHA’s sole discretion. The submittal shall contain the name of this RFP and Respondents shall provide submission via ONE single-sided unbound copy to our physical address or via electronic copy to heatherh@eurekaumboldttha.org.

All proposal submittals shall be received by the PHA no later than August 24, 2022 at 4:30 p.m. via email as noted above, or if by hard copy, addressed as follows:

City of Eureka Housing Authority
Attn: Heather Humphreys
735 West Everding Street
Eureka, CA 95503

IX. SUBMITTAL FORMAT

All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent’s demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 90 days following submission. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Submission should be formatted in 12-point standard font (e.g. Times Roman or Arial) on letter sized paper (8 ½ x 11 inches) with at least 1-inch margins on all sides. **EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT.** The PHA reserves the right to request additional information that, in the PHA’s opinion, is necessary to ensure that the Proposer’s competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter

- a. Provide a cover letter including the Respondent’s name, address, and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and

correspondence that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's organization. The letter should be signed by an individual who can bind the Respondent contractually.

- b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").
2. Table of Contents
 - a. Include a table of contents identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.
 3. Experience and Qualifications
 - a. Provide a description of the Respondent's agency, its size and organization, the number and location of offices and general operational structure, as well as its management and key personnel. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, and staff capacity) available to provide services under this RFP from the first day at the start of the work.
 - b. Community engagement surveying – At a minimum, Respondent should have at least five (5) years of relevant experience.
 - c. Provide at least three client references that received similar services from Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number, and email address.
 - d. Demonstrate the qualifications of all personnel to be assigned to the PHA, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience, and their proposed roles for this contract.
 - e. Provide an organization chart of the proposed team.
 4. Approach to Scope of Services
 - a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the PHA's requirements, the work to be done and the objectives to be accomplished.
 - b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
 - c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.

B. COST PROPOSAL

1. Detailed Cost Proposal
 - a. Respondent shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate how the PHA will be charged for services (i.e. unit, hourly or

flat rate basis as appropriate) for the term of the contract, including any extensions. Costs should include all services and materials if any, needed to perform the Scope of Services.

- b. As it relates to the services under this RFP, if Respondent is proposing to provide the services on an hourly basis, the cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services.
- c. In addition, Respondent shall also submit the rates/compensation for any “additional services” that Respondent can provide.

X. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Eureka Housing Authority’s Agreement for Professional Services (Attachment 1) is included for review and comment. The Respondent’s submission of a proposal indicates Respondent’s compliance with such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter; however, the PHA maintains discretion to accept or reject the Respondent’s request for revisions. The PHA reserves the right to make any revisions to the proposed professional services agreement.

Alternately, the Respondent may provide their standard service agreement with comparable terms for review if so preferred, as an attachment with submission of proposal.

XI. GENERAL ADMINISTRATIVE INFORMATION

All respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that the Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the staffing, goods, and services necessary in a manner that meets the PHA’s objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not be cause to alter the contract or for Respondent to request additional compensation.

Each Respondent understands and agrees that the PHA, its departments, its officers, employees, or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery, or presentation of a proposal.
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with CEHA; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by CEHA. The use of such information or data provided by CEHA, its officers, employees or agents is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the PHA in response to this RFP shall become the property of the PHA and will not be returned, and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The PHA reserves the right to accept, reject, modify, or cancel in whole or in part, this RFP. The PHA reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The PHA has no obligation, express or implied, to make an award.

The PHA may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provide the scope of services required herein. The PHA reserves the right to seek new proposals when it determines that it is in the best interest to do so.

XII. SUBMITTAL DUE DATE

The submittal package must be received prior to the submittal date specified in "Section V - Schedule" of this RFP. Respondents mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XIII. SELECTION PROCESS

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the PHA. Proposals will be reviewed and evaluated by an evaluation committee comprised of PHA personnel.

The PHA will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The PHA's final selection will not be dictated on any single factor or criteria, including price. The PHA reserves the right to award the contract(s) in any manner it deems to be in the best interest of the PHA and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

The PHA will evaluate the proposals provided in response to this RFP based on the following criteria:

1. The PHA will evaluate Respondents based on meeting all of the PHA's requirements and who offers the most advantageous combination of cost and high-quality service. In addition to cost, the PHA will consider the quality of services proposed, the qualifications

of staff, and the demonstrated work experience of the proposer in determining the best value to the PHA.

2. Other criteria shall include, but not be limited to:
 - a. Quality and completeness of proposal
 - b. Qualifications and experience of proposer, including experience and qualifications of key personnel and staff
 - c. Similar experience and expertise in the type of work required, e.g. with other public agencies
 - d. Demonstrated understanding of the scope of services requested as well as capacity of respondent
 - e. References
 - f. Financial stability of proposer
 - g. Cost to the PHA
 - h. Oral interviews, if applicable.
 - i. Any other factors determined by the PHA to be relevant to the performance of these services.

XIV. AUTHORITY TO WITHDRAW

The PHA reserves the right to withdraw this Request for Proposals without prior notice. The PHA makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the PHA in response to this RFP shall become the property of the PHA and will not be returned.

XV. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the Board of Commissioners for consideration of award. An award of a contract occurs when the contract is approved by the Board of Commissioners.

Selection of a respondent with whom the PHA enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XVI. ATTACHMENTS

Attachment 1.

CONSULTANT SERVICES AGREEMENT

By and Between

THE CITY OF EUREKA HOUSING AUTHORITY,

and

AGREEMENT FOR CONSULTANT SERVICES

BETWEEN

THE CITY OF EUREKA HOUSING AUTHORITY

AND

This Agreement for Consultant Services (“Agreement”) is entered into as of this ____ day of _____, 2022 by and between the City of Eureka Housing Authority (“CEHA”), a Public Housing Authority, and _____, a professional services consultant (“Consultant”). PHA and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. CEHA has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 2 of this Agreement.
- B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by CEHA to perform those services.
- C. Pursuant to CEHA’s bylaws, CEHA has authority to enter into this Consultant Services Agreement and the Executive Director has authority to execute this Agreement.
- D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 “Termination of Agreement” of this Agreement, the scope of services set forth in Exhibit “A” “Scope of Services” shall be completed pursuant to the schedule specified in Exhibit “A.” Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement pursuant to Section 21 of this Agreement. CEHA, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the scope of services until such services are complete.

SECTION 2. SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Exhibit "A" "Scope of Services" and made a part of this Agreement.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit "A" "Scope of Services," unless such additional services are authorized in advance and in writing by CEHA's Executive Director. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the Executive Director.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

- a. Subject to any limitations set forth in this Agreement, CEHA agrees to pay Consultant the amounts specified in Exhibit "B" "Compensation" and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed XX dollars (\$ TBD), unless additional compensation is approved in writing by CEHA's Executive Director.
- b. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor, travel, materials and supplies. CEHA 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. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by CEHA, the original invoice shall be returned by CEHA to Consultant for correction and resubmission.
- c. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by CEHA, CEHA will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice.
- d. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

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

SECTION 6. OWNERSHIP OF DOCUMENTS.

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

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

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

- a. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CEHA pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.
- b. Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by CEHA or its designated representative. Copies of such documents or records shall be provided directly to CEHA for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. Where CEHA has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, CEHA may, by written request, require that custody of such documents or records be given to CEHA and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CEHA, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

- a. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CEHA. Consultant shall have no authority to bind CEHA in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CEHA, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CEHA.
- b. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CEHA, nor any elected or appointed boards, officers, officials, employees or agents of CEHA, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of CEHA.
- c. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CEHA's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

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

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

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

SECTION 11. PREVAILING WAGE LAWS

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

SECTION 12. NONDISCRIMINATION.

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

SECTION 13. UNAUTHORIZED ALIENS.

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

SECTION 14. CONFLICTS OF INTEREST.

- a. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CEHA or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of CEHA’s Executive Director. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CEHA in the performance of this Agreement.
- b. CEHA understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of CEHA relative to such projects. Any future position of CEHA on such projects shall not be considered a conflict of interest for purposes of this section.
- c. CEHA understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the scope of

work under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

- a. All information gained or work product produced by 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 CEHA without prior written authorization from CEHA's Executive Director, except as may be required by law.
- b. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from CEHA's Executive Director, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CEHA notice of such court order or subpoena.
- c. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then CEHA shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.
- d. Consultant shall promptly notify CEHA should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. CEHA 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 CEHA and to provide CEHA with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by CEHA to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CEHA and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.
- b. Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CEHA, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of

any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from any person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of CEHA to monitor compliance with these requirements imposes no additional obligations on CEHA and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CEHA as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.
- d. The provisions of this section do not apply to claims occurring as a result of CEHA's sole negligence. The provisions of this section shall not release CEHA from liability arising from gross negligence or willful acts or omissions of CEHA or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement general liability coverage. Consultant agrees to provide CEHA with evidence of coverage upon request.

SECTION 18. ASSIGNMENT.

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

SECTION 19. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify CEHA of any changes in Consultant's staff and

subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

- a. CEHA may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to CEHA.
- c. If either Consultant or CEHA fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or CEHA may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement by either Consultant or CEHA, all property belonging exclusively to CEHA which is in Consultant's possession shall be returned to CEHA. Consultant shall furnish to CEHA a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

SECTION 21. DEFAULT.

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

SECTION 22. EXCUSABLE DELAYS.

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

SECTION 23. COOPERATION BY CEHA.

All public information, data, reports, records, and maps as are existing and available to CEHA as public records, and which are necessary for carrying out the work as outlined in the Exhibit “A” “Scope of Services,” shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent via email to heatherh@eurekaumboldtha.org or via USPS mail, addressed as follows:

To PHA: City of Eureka Housing Authority
Attn: Heather Humphreys
735 West Everding Street
Eureka, CA 95503

To Consultant: _____

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

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

SECTION 26. BINDING EFFECT.

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

SECTION 27. MODIFICATION OF AGREEMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by CEHA. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. WAIVER.

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

SECTION 29. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Humboldt, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern of California, in Eureka-McKinleyville.

SECTION 30. ATTORNEYS FEES, COSTS AND EXPENSES.

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

SECTION 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and CEHA prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. SEVERABILITY.

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

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

CITY OF EUREKA HOUSING AUTHORITY

By: _____

Date: _____

Name: _____

Title: _____

CONSULTANT:

By: _____

Date: _____

Name: _____

Title: _____