



City of Imperial  
City Manager's Office

# APPRAISAL SERVICES

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## Request for Proposals

*Project Funded by:*

*City of Imperial*

Point of Contact:  
Emery Magallanes  
City Manager's Office  
Administrative Assistant  
420 S. Imperial Avenue.  
Imperial, CA 92251  
760.355.4373

[emagallanes@cityofimperial.org](mailto:emagallanes@cityofimperial.org)

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**ATTACHMENT A  
REQUEST FOR PROPOSAL  
LAND APPRAISAL (VACANT/COMMERCIAL)**

**Introduction:**

The City of Imperial, CA is seeking proposals from qualified real estate appraisers to complete an appraisal on the following three properties within the City of Imperial.

**Subject Site for Appraisal:**

Barioni Blvd. (Old Lumber Yard) property No Address Assigned

- APN 063-130-007

Regional Park No Address Assigned

- APN 063-010-087
- APN 063-010-085
- APN 063-010-084
- APN 063-010-088
- APN 063-010-083
- APN 063-010-086

Pool Property 618 Barioni Blvd.

- APN 063-250-011

"P" Street Property (Vacant Lot)

- APN #064-176-004

**Legal Description:**

Barioni Blvd. property No Address Assigned

- APN 063-130-007

THAT PORTION OF BLOCK 70, OF THE RESUBDIVISION OF BLOCKS 67 TO 88 INCLUSIVE OF THE TOWNSITE OF IMPERIAL, IN THE CITY OF IMPERIAL, COUNTY OF IMPERIAL, STATE OF CALIFORNIA, ACCORDING TO MAP NO. 885 ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, A COPY OF WHICH BEING ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF IMPERIAL COUNTY, TOGETHER WITH THE EAST 6 FEET OF "L" STREET ADJACENT TO LOTS 2, 3, AND 6 OF SAID BLOCK 70, AS VACATED AND CLOSED TO THE PUBLIC BY THE CITY OF IMPERIAL, DECEMBER 30, 1976,

DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF SAID BLOCK 70; THENCE N 89° 38'22" E, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 69.00' TO A POINT ON THE EAST LINE OF THE WEST 69.00' OF SAID BLOCK 70; THENCE S 00° 24'12" E, ALONG SAID EAST LINE, A DISTANCE OF 250.01' TO A POINT ON THE SOUTH LINE OF SAID BLOCK 70; THENCE S 89° 38'05" W A DISTANCE OF 69.00' TO THE SOUTHWEST CORNER OF SAID BLOCK 70; THENCE CONTINUING S 89° 38'05" W, ALONG THE WESTERLY EXTENSION OF SAID SOUTH LINE OF BLOCK 70, A DISTANCE OF 6.00' TO THE WEST LINE OF SAID VACATED PORTION OF "L" STREET; THENCE N 00° 24'12" W, ALONG SAID WEST LINE OF VACATED PORTION OF "L" STREET, A DISTANCE OF 250.02' TO A POINT ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 1; THENCE N 89° 38'22" EA—

DISTANCE OF 6.00' TO THE POINT OF BEGINNING.  
SAID AREA CONTAINING 0.43 ACRES, MORE OR LESS.

**Legal Description Cont.:**

Regional Park No Address Assigned

- APN 063-010-087
- APN 063-010-085
- APN 063-010-084
- APN 063-010-088
- APN 063-010-083
- APN 063-010-086

THAT PORTION OF TRAC 136, TOWNSHIP 15 SOUH, RANGE 13 EAST, SAN BERNADINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMRNT OFFICIAL PLAT OF RESURVEY APPROVED AND ON FILE IN THE UNITED STATES LAND OFFICE OF LOS ANGELES, CALIFORNIA, LYING BETWEEN DAHLIA AND NEWSIDE CANALS, CONTAINING 71.8 ACRES, MORE OR LESS;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL MAP 1125 IN BOOK 4, PAGE 58 OF PARCEL MAPS

TOGHETER WITH THAT PORTION OF TRACT 137, TOWNSHIP 15 SOUTH, RANGE 13 EAST, SAN BERNADINO MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT OFFICIAL PLAT OF RESURVEY APPROVED AND ON FILE IN THE UNITED STATES LAND OFFICE OF LOS ANGELES, CALIFORNIA, LYING BETWEEN DAHLIA AND NEWSIDE CANALS, CONTAINING 71.8 ACRES, MORE LESS;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN PARCEL MAP 1275 IN BOOK 5, PAGE 38 OF PARCEL MAPS.

Pool Property 618 Barioni Blvd.

- APN 063-250-011

NO LEGAL DESCRIPTION AVAILABLE.

“P” Street Property (Vacant Lot)

- APN 064-176-004

S1/2 OF LOT 9 & ALL LOT 10 BLK 154 TOWNSITE OF IMPERIAL

**Proposal Due Date:**

September 25, 2020 4:30pm. Proposals are accepted via regular mail to the City of Imperial or by email (Directions to follow).

**Items Requested in Proposal:**

1. Name of responding firm;
  2. Contact Name and Information for firm representative assigned to responding firm;
  3. License Information;
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4. Insurance Information;
5. State or List of Appraisals (Commercial) completed in Imperial County, CA in the last two years;
6. Proposal Price (Not to exceed);
7. Project completion projection from issuance of Notice to Proceed;
8. Statement that if awarded the bid, all applicable local, state and federal laws will be complied with.

**Instructions for Proposal:**

Proposals shall be submitted by 4:30pm Friday, September 25, 2020. Proposals may be submitted by mailed, delivered or emailed.

If by Mail or Delivery:

City of Imperial  
Attn: Emery Magallanes  
City Manager's Office  
420 S Imperial Avenue  
Imperial, CA 92251

If by Email:

[emagallanes@cityofimperial.org](mailto:emagallanes@cityofimperial.org)  
cc: [abrown@cityofimperial.org](mailto:abrown@cityofimperial.org)

**Questions regarding RFP:**

Emery Magallanes  
Administrative Assistant  
City Manager's Office  
Phone: (760) 355-4373  
[emagallanes@cityofimperial.org](mailto:emagallanes@cityofimperial.org)

**Contracting Statement:**

The City of Imperial reserves the right to either award or not award a contract for work contained in this RFP. Respondents are responsible for compliance with all applicable local, state and federal laws. This is considered an informal bid request and as such the decision of the City Manager in the award of a potential contact is considered final.

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## **ATTACHMENT B SCOPE OF WORK**

### **Prelude:**

The following tasks will serve as the scope of work for the Commercial Appraisal Services performed on behalf of the City of Imperial for the duration of the agreement set forth for the real property located immediately at the following:

#### Barioni Blvd. property No Address Assigned

- APN 063-130-007

\*North L St & East Barioni Blvd.\*

#### Regional Park No Address Assigned

- APN 063-010-087
- APN 063-010-085
- APN 063-010-084
- APN 063-010-088
- APN 063-010-083
- APN 063-010-086

\*Larson Rd & LaBrucherie\*

#### Pool Property 618 Barioni Blvd.

- APN 063-250-011

\*Barioni & D St\*

#### “P” Street Property (Vacant Lot)

- APN 064-176-004

\*East 2<sup>nd</sup> St & P Street

### **Contracting Firm must at a minimum:**

1. Prepare an appraisal as defined by HUD 49 CFR 24.2(a)(3) of the subject property as defined in subject site appraisal;
  2. The report should include adequate photographs of the subject property and comparable sales, and provide location maps of the property and comparable sales;
  3. In the appraisal report, include items required by the City of Imperial, including but not limited to:
    - a. Property right(s) to be acquired, easement, etc.,
    - b. Fair Market Value and its definition,
    - c. Appraised as if free and clear of contamination (or as specified),
    - d. Date of appraisal report and the date of valuation,
    - e. Known or observed encumbrances, if any,
    - f. Location,
    - g. Zoning, and
    - h. Present Use
-

**ATTACHMENT B  
SCOPE OF WORK CONT.**

4. In the appraisal report, identify the market-based highest and best use of the property;
5. Present and analyze relevant market information;
6. In developing and reporting the appraisal, disregard any decrease or increase in the fair market of the real property caused by the likelihood that the property would be acquired for a project;
7. Report all analysis, opinions and conclusions in the appraisal report.

**Intended Use & User:**

This appraisal is to estimate the fair market value of the property, as of the specified date of valuation. The intended user is primarily the City of Imperial; however outside agencies may review the appraisal with regards to potential development and projects.

**Certification:** The appraisal shall include a certification of appraiser.

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**SCHEDULE OF PERFORMANCE:**

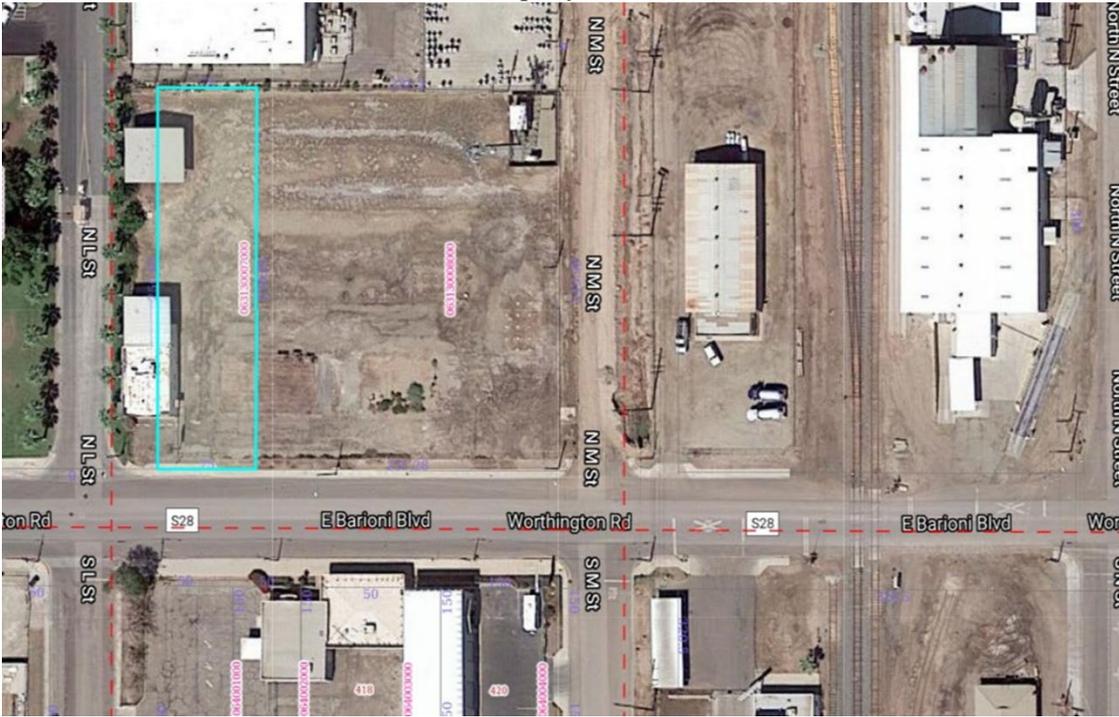
The appraisal of the real property defined above shall be completed within two (2) weeks upon the execution of the AGREEMENT.

Should the Consultant fail to comply with the Schedule of Performance, the Agency shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default. Agency will provide a written notice of default to the Consultant. At that point the consultant has ten (10) days after service in which he/she must provide a cure for default to the Agency. *See AGREEMENT, Section VII.*

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# ATTACHMENT C

## Barioni Blvd. Property "Old Lumber Yard"



|   |                        |                   |   |   |
|---|------------------------|-------------------|---|---|
| <b>1" = 94 ft</b>   | <b>APN 063-130-007</b> | <b>08/18/2020</b> |  |  |
| <p>This map may represent a visual display of related geographic information. Data provided hereon is not guaranteed of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up to date information.</p> |                        |                   |   |   |

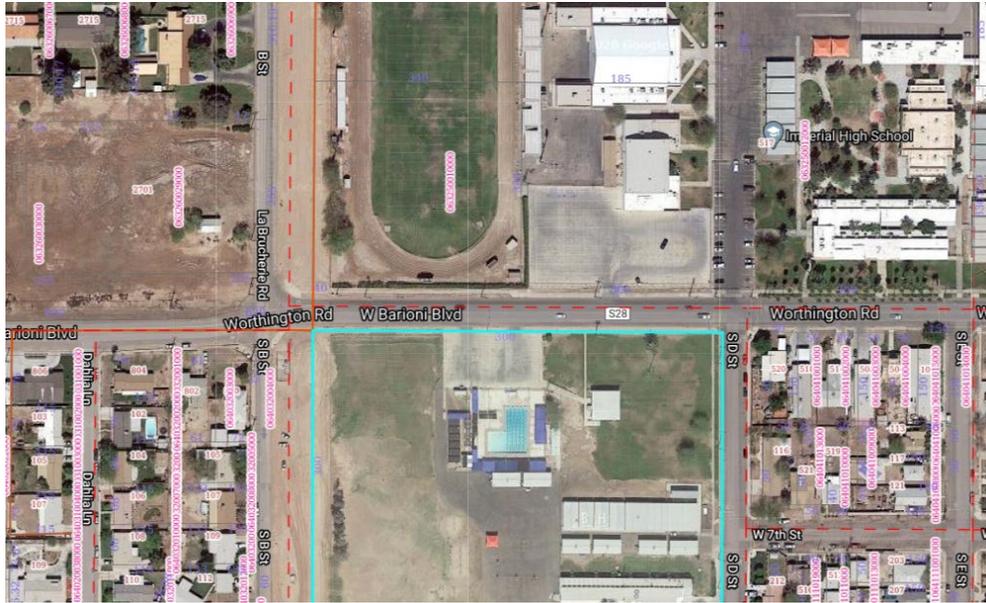
## Regional Park Property



|   |                         |                   |   |   |
|---|-------------------------|-------------------|---|---|
| <b>1" = 752 ft</b>  | <b>6 Separate APN's</b> | <b>08/18/2020</b> |  |  |
| <p>This map may represent a visual display of related geographic information. Data provided hereon is not guaranteed of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up to date information.</p> |                         |                   |   |   |

**ATTACHMENT C  
CONT.**

Imperial Pool Property



|  |                        |                   |  |  |
|--|------------------------|-------------------|--|--|
| <b>1" = 188 ft</b>   | <b>APN 063-250-011</b> | <b>08/18/2020</b> |  |  |
| This map may represent a visual display of related geographic information. Data provided hereon is not guaranteed of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up to date information. |                        |                   |  |  |

“P” Street Property (Vacant Lot)



|  |                  |                   |   |   |
|--|------------------|-------------------|---|---|
| <b>1" = 94 ft</b>  | <b>Sub Title</b> | <b>09/15/2020</b> |  |  |
| This map may represent a visual display of related geographic information. Data provided hereon is not guaranteed of actual field conditions. To be sure of complete accuracy, please contact the responsible staff for most up to date information. |                  |                   |   |   |

**ATTACHMENT D**  
**CITY OF IMPERIAL GOVERNING AGREEMENT**  
**AGREEMENT FOR PROFESSIONAL SERVICES**

This PROFESSIONAL SERVICE AGREEMENT (“AGREEMENT”), is made and entered by and between the City of Imperial, a municipal corporation of the State of California (“Agency”) and \_\_\_\_\_ (“CONSULTANT”).

**RECITALS**

Whereas, Agency desires to engage Consultant to perform certain professional services, as provided herein; and

WHEREAS, the Consultant is qualified and desires to accept such engagement

Now, THEREFORE, In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

**I. TERM**

This AGREEMENT shall commence on \_\_\_\_\_ day of September, 2020 and shall remain and continue in effect until tasks described herein are completed, but in no event later than October 7, 2020 unless sooner terminated pursuant to the provisions of this AGREEMENT.

**II. SERVICES**

CONSULTANT shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full “TASKS”. CONSULTANT shall complete the tasks according to the schedule of performance which is also set forth in Exhibit A and Exhibit D. To the extent that Exhibit A is a proposal from CONSULTANT, such proposal is incorporated only for the description of the scope of services and no other terms and conditions from any such proposal shall apply to this AGREEMENT unless specifically agreed to in writing.

**III. PERFORMANCE**

CONSULTANT shall at all times faithfully, competently and to the best of his/her ability, experience, and talent, perform all tasks described herein. CONSULTANT shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of CONSULTANT hereunder in meeting its obligations under this AGREEMENT.

**IV. AGENCY MANAGEMENT**

Agency’s City Manager shall represent AGENCY in all matters pertaining to the administration of this AGREEMENT, review and approval of all products submitted by

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CONSULTANT. Agency's City Manager shall be authorized to act on AGENCY's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change CONSULTANT's compensation, subject to Section V hereof.

**V. PAYMENT**

1. The AGENCY agrees to pay CONSULTANT within thirty (30) days upon receipt of invoice, in accordance with the payment rates and terms and the schedule of payment, incorporated herein by this reference as though set forth in full. This amount shall not exceed (0.00) for the total term of the AGREEMENT unless additional payment is approved as provided in this AGREEMENT.
2. CONSULTANT shall not be compensated for any services rendered in connection with its performance of this AGREEMENT which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the Agency Manager. CONSULTANT shall be compensated for any additional services in the amounts and in the manner as agreed to by Agency Manager and CONSULTANT at the time AGENCY's written authorization is given to CONSULTANT for the performance of said services. The Agency Manager may approve additional work but in no event shall the total amount to be paid pursuant to this AGREEMENT exceed ten-thousand dollars (\$10,000.00) without prior approval by the Agency City Council.
3. CONSULTANT shall submit in invoice in an amount not to exceed (0.00) upon completion of Tasks called for by this AGREEMENT. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the AGENCY disputes any of CONSULTANT's fees it shall give written notice to CONSULTANT within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this AGREEMENT shall be made within thirty (30) days of receipt of an invoice therefore.

**VI. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE**

- A. The AGENCY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon the CONSULTANT at least five (5) days prior written notice. Upon receipt of said notice, the CONSULTANT shall immediately cease all work under this AGREEMENT, unless the notice provides otherwise. If the AGENCY suspends or terminates a portion of this AGREEMENT such suspension or termination shall not make void or invalidate the remainder of this AGREEMENT.
  - B. In the event this AGREEMENT is terminated pursuant to this Section, the AGENCY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to the AGENCY. Upon termination of the AGREEMENT pursuant to this Section, the CONSULTANT will submit an invoice to the AGENCY pursuant to Section V.
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## **VII. DEFAULT OF CONSULTANT**

- A. The CONSULTANT's failure to comply with the provisions of this AGREEMENT shall constitute a default. In the event that CONSULTANT is in default for cause under the terms of this AGREEMENT, AGENCY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and can terminate this AGREEMENT immediately by written notice to the CONSULTANT. If such failure by the CONSULTANT to make progress in the performance of work hereunder arises out causes beyond the CONSULTANT's control, and without fault or negligence of the CONSULTANT, it shall not be considered a default.
- B. If the City Manager, or his designee, determines that the CONSULTANT is in default in the performance of any of the terms or conditions of this AGREEMENT, he/she shall cause to be served upon the CONSULTANT a written notice of the default. The CONSULTANT shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the CONSULTANT fails to cure its default within such period of time or fails to present the AGENCY with a written plan for the cure of the default, the AGENCY shall have the right, notwithstanding any other provision of this AGREEMENT, to terminate this AGREEMENT without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this AGREEMENT.

## **VIII. OWNERSHIP OF DOCUMENTS**

- A. CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by AGENCY that relate to the performance of services under this AGREEMENT. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.
  - B. Upon completion of, or in the event of termination or suspension of this AGREEMENT, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this AGREEMENT shall become the sole property of the AGENCY and may be used, reused, or otherwise disposed of by the AGENCY without the permission of the CONSULTANT. With respect to computer files, CONSULTANT shall make available to the AGENCY, at the CONSULTANT's office and upon reasonable written request by the AGENCY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. CONSULTANT hereby grants to AGENCY all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by CONSULTANT in the course of providing the services under this AGREEMENT.
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## **IX. INDEMNIFICATION AND DEFENSE**

### **A. Indemnity**

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless AGENCY 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 legal counsel’s fees and costs, caused in whole or in part by the 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 services under this AGREEMENT. CONSULTANT’s duty to indemnify and hold harmless AGENCY shall not extend to the AGENCY’s sole or active negligence.

### **B. Duty to defend**

In the event the AGENCY, its officers, employees, agents and/or volunteers are made a party to any action, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this AGREEMENT, and upon demand by AGENCY, CONSULTANT shall defend the AGENCY at CONSULTANT’s cost or at AGENCY’s option, to reimburse AGENCY for its costs of defense, including reasonable attorney’s fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT’s negligent acts, errors or omissions. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONSULTANT and AGENCY, as to whether liability arises from the sole or active negligence of the AGENCY or its officers, employees, or agents, CONSULTANT will be obligated to pay for AGENCY’s defense until such time as a final judgment has been entered adjudicating the AGENCY as solely or actively negligent. CONSULTANT will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney’s fees, expert fees and costs of litigation.

## **X. INSURANCE**

CONSULTANT shall maintain prior to the beginning of and for the duration of this AGREEMENT insurance coverage as specified in Exhibit B attached to and part of this AGREEMENT.

## **XI. INDEPENDENT CONSULTANT**

A. CONSULTANT is and shall at all times remain as to the AGENCY a wholly independent consultant and/or independent contractor. 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 AGENCY nor any of its officers, employees, or agents 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

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manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the AGENCY. CONSULTANT shall not incur or have the power to incur any debt, obligation, or liability whatever against AGENCY, or bind AGENCY in any manner.

- B. No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in the AGREEMENT, AGENCY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for AGENCY. AGENCY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder.

**XII. LEGAL RESPONSIBILITIES**

The CONSULTANT shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this AGREEMENT. The CONSULTANT shall at all times observe and comply with all such laws and regulations. The AGENCY, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the CONSULTANT to comply with this Section.

**XIII. UNDUE INFLUENCE**

CONSULTANT declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the AGENCY in connection with the award, terms or implementation of this AGREEMENT, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the AGENCY has or will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this AGREEMENT or any work to be conducted as a result of this AGREEMENT. Violation of this Section shall be a material breach of this AGREEMENT entitling the AGENCY to any and all remedies at law or in equity.

**XIV. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES**

No member, officer, or employee of AGENCY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this AGREEMENT.

**XV. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

- A. All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without AGENCY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from
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**XVII. ASSIGNMENT**

The CONSULTANT shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the AGENCY. Because of the personal nature of the services to be rendered pursuant to this AGREEMENT, only CONSULTANT shall perform the services described in this AGREEMENT. [AGENT ASSIGNED] may use assistants, under his direct supervision, to perform some of the services under this AGREEMENT. CONSULTANT shall provide AGENCY fourteen (14) days' notice prior to the departure of [AGENT ASSIGNED] from CONSULTANT's employ. Should he/she leave CONSULTANT's employ, the AGENCY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between the Governing Board and the CONSULTANT. Before retaining or contracting with any CONSULTANT for any services under this AGREEMENT, CONSULTANT shall provide AGENCY with the identity of the proposed CONSULTANT, a copy of the proposed written contract between CONSULTANT and such sub-consultant which shall include and indemnity provision similar to the one provided herein and identifying AGENCY as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed sub-consultant carries insurance at least equal to that required by this AGREEMENT or obtain a written waiver from AGENCY for such insurance.

**XVIII. LICENSES**

At all times during the term of this AGREEMENT, CONSULTANT shall have in full force and effect, all licenses required of it by law for the performance of the services described in this AGREEMENT.

**XIX. GOVERNING LAW**

The AGENCY and CONSULTANT understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this AGREEMENT and also govern the interpretation of this Agreement. Any litigation concerning this AGREEMENT shall take place in the municipal, superior, or federal district court with jurisdiction over the AGENCY.

**XX. ENTIRE AGREEMENT**

This AGREEMENT contains the entire understanding between the parties relating to the obligations of the parties described in this AGREEMENT. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this AGREEMENT or with respect to the terms and conditions of this AGREEMENT, are merged into this AGREEMENT and shall be of no further force or

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effect. Each party is entering into this AGREEMENT based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**XXI. CONTENTS OF REQUEST FOR PROPOSAL AND PROPOSAL**

CONSULTANT is bound by the contents of AGENCY's Request for Proposal, Exhibit "D" hereto and incorporated herein by this reference, and the contents of the proposal submitted by the CONSULTANT, Exhibit "E" hereto. In the event of conflict, the requirements of AGENCY's Request for Proposals and this AGREEMENT shall take precedence over those contained in the CONSULTANT's proposals. The incorporation of the CONSULTANT's proposal shall be for the scope of services to be provided only, and any other terms and conditions included in such proposal shall have no force and effect on this AGREEMENT or the relationship between CONSULTANT and/or AGENCY, unless expressly agreed to in writing.

**XXII. AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this AGREEMENT on behalf of CONSULTANT warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of the CONSULTANT and has the authority to bind CONSULTANT to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CONSULTANT

By: \_\_\_\_\_

\_\_\_\_\_  
Principal

City of Imperial

A Municipal Corporation

By: \_\_\_\_\_

Dennis Morita, City Manager

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ATTEST:

\_\_\_\_\_

Debra Jackson, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

\_\_\_\_\_