

AGENDA ITEM: 1
MEETING DATE: 12/12/19
DEPARTMENT: City Administration

REPORT TO CITY COUNCIL

SUBJECT:

Consideration and Necessary Action on the Memorandum of Understanding between the City of Parlier and the Parlier Police Officers Association 5% for Sworn officers.

RECOMMENDATION:

Staff recommends council approve the 5% pay for all sworn officers working 80 hours per pay period.

BACKGROUND:

The current MOU that was recently approved with the Parlier POA gives the officers that have been moved from the 84 hours schedule to the 80 hours schedule a 5% increase to make up for the hours lost. We need a side letter that includes all of the officers.

FISCAL IMPACT:

Prepared By:

Sonia Hall
City Administrator



AGENDA ITEM:

2

MEETING DATE:

12/12/19

DEPARTMENT:

City Administration

REPORT TO CITY COUNCIL

SUBJECT:

Consideration and Necessary Action on a Memorandum of Understanding between the City of Parlier between the California Department of Justice; Tobacco Grant.

RECOMMENDATION:

Staff recommends council approve the Memorandum of Understanding between the California Department of Justice; Tobacco Grant.

BACKGROUND:

The city applied for the Tobacco Grant through the CA Dept. of Justice and was awarded \$175,437 over 3 years to provide outreach and education through their Community Service Officer. This grant will also be used for officer overtime to conduct enforcement operations at the stores that sell tobacco products to ensure they are following the laws.

FISCAL IMPACT:

No fiscal impact.

Prepared By:

Sonia Hall
City Administrator

MEMORANDUM OF UNDERSTANDING

PURPOSE

This Memorandum of Understanding ("MOU") is entered into by the Department of Justice ("DOJ") and the Parlier Police Department (hereinafter, "Grantee"), to provide grant funds to Grantee for expenditure in compliance with the Grantee Handbook. The Grantee will expend funds for the purposes identified in the approved Grant Application submitted by Grantee in response to the DOJ's Request for Proposals for activities of Local Government Agencies to be funded under the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (the "Act"), approved by the voters as Proposition 56.

The Request for Proposals, Grantee Handbook (dated November 2019), and Grant Application are hereby incorporated by reference into this MOU.

COST REIMBURSEMENT

DOJ agrees to reimburse Grantee in arrears, for Grantee's actual expenditures in performing the Scope of Work included in the approved Grant Application, upon receipt of invoices from Grantee and approval of the invoices by DOJ, in accordance with the reimbursement procedures set forth in the Grantee Handbook.

BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the agreement does not appropriate sufficient funds for this MOU, this MOU shall be of no further force and effect. In this event, the DOJ shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this MOU and Grantee shall not be obligated to continue performing any provisions of this agreement for which it would have been reimbursed.

If funding for any fiscal year is reduced or deleted in the Budget Act for purposes of this MOU, the DOJ shall have the option to either cancel this MOU with no liability occurring to the DOJ, or offer an amendment to the Grantee to reflect the reduced amount.

ADMINISTRATION

Should Grantee fail to comply with this MOU, including any expenditures for purposes not permitted under the MOU, DOJ may take one or more of the actions described under Remedies for Noncompliance in the Grantee Handbook.

MISCELLANEOUS PROVISIONS

Amendment – No amendment or variation of the terms of this MOU is valid unless made in writing, and signed by the duly authorized representatives of the parties.

Assignment – This MOU is not assignable by Grantee in whole or in part.

Indemnification – Grantee agrees to indemnify and hold harmless the DOJ, its officers, agents and employees from all claims, liabilities, or losses in connection with the performance of this MOU.

Termination – The DOJ may terminate this MOU and be relieved of any obligation to provide grant funds to Grantee should Grantee fail to perform the Scope of Work at the time and in the manner provided in this MOU.

TERMS

Grant Duration: 12/1/2019 – 6/30/2022

Award Amount			
Category of Expenditure	Budget FY 2019-2020	Budget FY 2020-2021	Budget FY 2021-2022
Personal Services	\$53,000	\$55,651	\$58,432
Operating Expenses and Equipment	\$0	\$0	\$0
Administrative Costs (Not to Exceed 5%)	\$2,650	\$2,783	\$2,921
TOTAL AWARD AMOUNT	\$175,437		

The time limit for reimbursements against this award ends 6/30/2022. Requests received after 7/15/2022 cannot be reimbursed by the DOJ.

GRANTEE CONTACT INFORMATION

Sonia Hall, City Administrator

shall@parlier.ca.us

559-646-3545

Jose Garza, Chief of Police

jgarza@fcle.org

559-646-6600

1100 E. Parlier Ave.

Parlier, CA 93648

AUTHORIZATION

The DOJ and Grantee, by their duly authorized officials, have executed this MOU on the respective dates indicated below. This MOU and any future amendments shall be mailed to the Division of Operations, Local Assistance Unit, Tobacco Grant Program, and will become fully executed upon completion of signatures from all parties.

Jose Garza
 Parlier Police Department

 Date

Sonia Hall
 City Administrator

 Date

Alma Beltran
 Mayor

 Date

STACY HEINSEN, GRANT MGR.
 Division of Operations
 California Department of Justice

 Date

CHRIS RYAN, CHIEF

 Date

TOBACCO GRANT PROGRAM BUDGET DETAIL
Parlier PD_Updated 11/1/19

Costs Per Fiscal Year (July 1 - June 30)

A. Personnel Services (Straight Time Salaries, Overtime, and Benefits)

Salaries

Classification/Positions	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Community Service Officer	30,000 X 5 years	\$ 30,000	\$ 31,500	\$ 33,075	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ 30,000	\$ 31,500	\$ 33,075	\$ -	\$ -

Overtime

Classification/Positions	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Police Department Officers	\$40/hr with 500/hrs	\$ 10,000	\$ 10,500	\$ 11,025	\$ -	\$ -
Corporal	45 per hour	\$ 5,000	\$ 5,250	\$ 5,512	\$ -	\$ -
Sergeant	50 per hour	\$ 5,000	\$ 5,250	\$ 5,512	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ 20,000	\$ 21,000	\$ 22,049	\$ -	\$ -

Benefits

Classification/Positions	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Police Department Officers	15%	\$ 1,500	\$ 1,575	\$ 1,654	\$ -	\$ -
Corporal	15%	\$ 750	\$ 788	\$ 827	\$ -	\$ -
Sergeant	15%	\$ 750	\$ 788	\$ 827	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL		\$ 3,000	\$ 3,151	\$ 3,308	\$ -	\$ -
TOTAL PERSONAL SERVICES		\$ 53,000	\$ 55,651	\$ 58,432	\$ -	\$ -

B. Operating Expenses (e.g. supplies, signage, tobacco products, etc.)

Description	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -

Note: Round budget amount to nearest dollar

TOBACCO GRANT PROGRAM BUDGET DETAIL
Parlier PD_Updated 11/1/19

C. Equipment (tangible items with a per-unit cost of \$5,000 or more)

Description	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -

D. Travel Expenses/Registration Fees Travel rates must adhere to State rules and limits. Trainings must be tobacco related.

Description and Destination	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -

E. Other Expenses

Description	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
TOTAL			\$ -	\$ -	\$ -	\$ -

F. Administrative Costs - Not to exceed 5% of total budget

Description	Computation	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24
Oversight	5%	\$ 2,650	\$ 2,783	\$ 2,921	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		\$ 2,650	\$ 2,783	\$ 2,921	\$ -	\$ -

Note: Round budget amount to nearest dollar

TOBACCO GRANT PROGRAM BUDGET DETAIL
Parlier PD_Updated 11/1/19

SUMMARY						
Budget Category	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	Total Request
A. Personnel Services						
Salaries	\$ 30,000	\$ 31,500	\$ 33,075	\$ -	\$ -	
Overtime	\$ 20,000	\$ 21,000	\$ 22,049	\$ -	\$ -	
Benefits	\$ 3,000	\$ 3,151	\$ 3,308	\$ -	\$ -	
Total Personal Services	\$ 53,000	\$ 55,651	\$ 58,432	\$ -	\$ -	\$ 167,083
B. Operating Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
C. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
D. Travel/Registration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
E. Other Expenses		\$ -	\$ -	\$ -	\$ -	\$ -
F. Administrative Costs	\$ 2,650	\$ 2,783	\$ 2,921	\$ -	\$ -	\$ 8,354
TOTAL PROJECT COSTS	\$ 55,650	\$ 58,434	\$ 61,353	\$ -	\$ -	\$ 175,437

Note: Round budget amount to nearest dollar



AGENDA ITEM:

3

MEETING DATE:

12/12/19

DEPARTMENT:

City Administration

REPORT TO CITY COUNCIL

SUBJECT:

Consideration and Necessary Action on a contract with Concrete Masters for various work at Academy of Excellence.

RECOMMENDATION:

Staff recommends that the City Council approve a contract with Concrete Masters for various work at Academy of Excellence.

BACKGROUND:

The Academy of Excellence needed various projects completed at their school grounds. The proposal is attached that goes over the projects. They include the sandbox, tree extractions, roots, and sidewalk repairs.

The CA State Department of Education is doing a site visit in Jan 2020.

FISCAL IMPACT:

The total cost for the project is \$15,000. This will be paid through the Academy of Excellence maintenance budget that is included in their annual allocation from the CA Department of Education.

Prepared By:

Sonia Hall
City Administrator

Concrete Masters

State License 923262

PO Box 1500
Selma, CA 93662
Cell: 559-994-9676

Rep. Name: Jaime Trevino

PROPOSAL/CONTRACT

DATE: 12/05/19

PLEASE PRINT NEATLY

Bill to: Parlier Academy of Excellence Phone: 559-646-6800

Job Address: 8000 S. Mendocino Ave. Parlier, CA 93648

Email: dcardenas@parlier.ca.us

WORK PERFORMED: Various projects at Academy of Excellence grounds

Official Job: Sandbox and structure

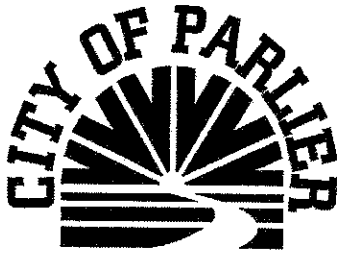
- Removal of 3 X 3 concrete pillars in the ground
- Unfinished job: previous attempt from another contractor
- removal of any unneeded or unusable material or waste, clean up and refurbish of reusable material plus labor
- Reuse posts and weld additional length (2 feet) to each post and powder coat each post to prevent rust.
- rough grade
- structure placement
- cement work
- construction of awning
- customizing: make safe any unsafe or foreseeable safety hazards brought to attention or in playing view.
- final construction of sandbox and structure

Multi job stage work

- Concrete repair
- Tree and roots extraction
- Theme concrete and structure curbs
- Remove and replace concrete damaged by tree roots- remove tree and base

CASH PRICE: \$ 15,000

Notes:



AGENDA ITEM:

4

MEETING DATE:

12/12/19

DEPARTMENT:

City Administration

REPORT TO CITY COUNCIL

SUBJECT:

Presentation by A&M Engineering – Stormwater Management Master Plan to address flooding issues

RECOMMENDATION:

Staff recommends that the City Council approve the City Administrator to implement the flooding plan that is detailed in the Stormwater Management Master Plan and approve City Administrator to continue working with A&M Engineering in applying for various funding programs.

BACKGROUND:

Through the funding from the state CDBG grant Planning and Technical Assistance, the city contracted with A&M Engineering to prepare a Stormwater Management Master Plan. There was recent flooding within the community. The plan does identify ways to address expand our basin capacity and storm drainage systems that would reduce flooding.

FISCAL IMPACT:

No fiscal impact.

Prepared By:

Sonia Hall
City Administrator

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES ("Agreement") is effective as of 12/18/2019 and is between the CITY OF PARLIER, a California municipal corporation ("City"), and A&M Consulting Engineers, a California professional corporation ("Consultant"). City and Consultant each are a "Party," and collectively, the "Parties," to this Agreement.

City requires the services of a qualified engineering firm to provide design and construction administration services for various public facilities owned by the City; some of the facilities will be funded by federal/state programs, including, but not limited to, Community Development Block Grants, Caltrans, and State Prop 1 Stormwater Management Grant.

Consultant warrants that it is specifically trained, experienced, expert and competent to perform such services.

The City and the Consultant therefore agree as follows:

1. **Scope of Work.** City retains Consultant to provide all the services, equipment and materials necessary to complete the role as a backup engineer for the grants and other services.
2. **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.
3. **Backup Engineer.** City designates Consultant's employee Javier Andrade, P.E. to serve under this Agreement as Backup Engineer for the City of Parlier for CDBG and other grants as needed.
4. **Term.** Subject to termination under section 10 below, the initial term of this Agreement shall be for the period beginning with the effective date of this Agreement and with no end date, the term of this Agreement shall be on a fiscal year basis from July 1 through June 30 of the following calendar year.
5. **Ownership, Delivery, Release, and Reproduction of Information.** All documents, information and materials of any type prepared by the Consultant under this Agreement shall be the property of the City, whether completed or in process. Consultant shall not permit the repro-

duction, release, or use of such documents, information, and materials by any other person except as permitted by this Agreement.

- a. City shall upon request provide Consultant with access to all information and data in its possession which are required in connection with the consulting services, including, but not limited to, pertinent environmental reports and supporting technical documents.
- b. City shall upon request provide Consultant with access to, and make all provisions necessary to enter upon, public or private lands as required for Consultant to perform work under this Agreement.
- c. Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the City Administrator or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" if Consultant gives City prior notice of such court order or subpoena.
- d. Consultant shall promptly notify City Administrator or designee if Consultant, its officers, employees, agents or subcontractors are 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. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any proposed responses to discovery requests to be provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.
- e. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

6. Subcontractors. Consultant is authorized to subcontract any specialized work, provided that the City Administrator or designee has given its written approval of each subcontractor in advance of the engagement of the subcontractor. Consultant shall be responsible for payment of subcontractor and shall require subcontractor to comply with this Agreement.

7. **Compensation.** City shall pay to Consultant in arrears as compensation in full for all work required by this Agreement a sum not to exceed in any fiscal year the total amount allotted for such services in the City's annual budget. Consultant's compensation shall be based on actual services performed and costs incurred at the rates set forth for each task in the Consultant's Fee Schedule appearing in Exhibit "A." The Consultant's Fee Schedule shown in Exhibit "A" shall remain in effect for the initial term of this Agreement and may be changed annually thereafter upon approval of the City Administrator or designee. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement. Consultant shall submit to City monthly itemized invoices for the services rendered. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any portion of any invoice, then City shall pay the undisputed portion within the thirty day period, and at the same time advise Consultant in writing of the disputed portion.

8. **Indemnification.** Consultant shall defend, indemnify and hold harmless the City, City Council members, employees, volunteers, agents, and city officials from and against claims, loss, liability, suits and damages ("Claims"), including attorney fees, to the extent caused by the Consultant's negligent acts, errors or omissions or willful misconduct.

Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release either Party from its obligations to indemnify as to any Claims so long as the event upon which such Claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by either Party, its employees, agents or consultants, or the employee, agent or consultant of any one of them.

Submission of insurance certificates or other proof of compliance with the insurance requirements in this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. The obligation of this indemnity provision shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. **Insurance.** Consultant shall procure the following required insurance coverages at its sole cost and expense and shall maintain in full force and effect for the period covered by this Agreement such insurance against claims for injuries to persons or damages to property which may arise from or in connection with negligent acts, errors or omissions in performance of work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

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Minimum Scope

Coverage shall be at least as broad:

Errors and Omissions Insurance. Not less than \$1,000,000 per claim and \$1,000,000 in the aggregate during the performance of this Agreement. The consultant agrees to purchase and maintain errors and omissions coverage providing coverage for a minimum of two years after completion of this Agreement.

General Liability Insurance. Insurance Service Office form number GL0002 (Ed. 1/73) or its equivalent, covering Commercial Liability and Insurance Services Office form GL 0404 or its equivalent, covering Broad Form Commercial General Liability coverage ("occurrence" form CG 0001) not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

Automobile Liability Insurance. Insurance Service Office form number CA0001 (Ed 1/78), or its equivalent covering Automobile Liability, code 1 "any auto" and endorsement CA 0025, or its equivalent, not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance limits as required by Labor Code of the State of California; Employers' Liability Insurance limits of \$1,000,000.

Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved in writing by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, City Council members, employees, volunteers, agents, and city officials; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

a. General Liability and Automobile Liability Coverages.

1. The City, City Council members, employees, volunteers, agents, and city officials are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Consultant, products and completed operations of the Consultant; premises owned, occupied or used by the Consultant or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no

special limitations on the scope of protection afforded to the City, City Council members, employees, volunteers, agents, and city officials.

2. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. Any insurance or self-insurance maintained by the City, City Council members, employees, volunteers, agents, and city officials shall be excess of the Consultant's insurance and shall not contribute with it.
 3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, City Council members, employees, volunteers, agents, and city officials.
 4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, City Council members, employees, volunteers, agents, and city officials for losses arising from work performed by the Consultant for the City.
 - c. All Coverages. Coverage shall not be suspended, voided, canceled by either Party, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

Acceptability of Insurers

- a. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. However, the minimum Best's rating required of the professional liability insurer is A:V.
 - b. Any changes in insurance required herein must be approved in writing by the City Attorney's Office.
 - c. The Consultant shall provide certificates of said insurance within fifteen (15) calendar days of the effective date of this Agreement.
- 10. Termination of Agreement.** This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days' advanced written notice of intent to terminate the contract. In the event of such termination, Consultant shall be paid for work completed to the date of termination, and any such work completed shall become property of the City and the amount of final fee due and payable by City to Consultant will be subject to negotiation and shall be based primarily on the estimated percentage of work completed.

11. Compliance with Federal, State and Local Laws. Consultant shall be responsible for and shall comply with all applicable laws, rules and regulations that are now in effect or may be promulgated or amended from time to time by the Government of the United States, the State of California, Fresno County, the City and any other agency now authorized or which may be authorized in the future to regulate the services to be performed pursuant to this Agreement. Consultant represents that it currently has, and will maintain in effect all proper licensing and permits necessary to providing the described services, including, but not limited to, licensure as a California registered professional civil engineer. Where the services provided pursuant to the Agreement are funded by a federal program, including but not limited to, Community Block Grant funds, Consultant's performance will be in:

- a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees.)
- b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub-grants or construction or repair).
- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees required by Federal grant program legislation.)
- d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)
- e. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to reporting.
- f. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- g. Compliance with any awarding agency requirements and regulations pertaining to copyrights and rights in data.
- h. Compliance with access requirements imposed by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which

are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

- i. Compliance with applicable requirements for the retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.
- j. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts and sub grants of amounts in excess of \$100,000.)
- k. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871.) [53 FR 8068, 8067, Mar 11, 1988 as amended at 60 FR 19639, 19642, Apr. 19 1995]

12. City of Parlier Business License. Consultant and each of its subcontractors will obtain and maintain a valid business license from the City of Parlier during the term of this Agreement.

13. Attorney's Fees. If either Party institutes an action or proceeding for a declaration of rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or if either Party is in default of its obligations hereunder, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to reasonable attorney's fees and to any court costs incurred, in addition to any other damages or relief awarded.

14. Law to Govern; Venue. The law of the State of California shall govern this Agreement. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in Fresno County.

15. Amendment or Modification. This Agreement may be amended or modified only by written agreement of the Parties hereto. The Parties agree to meet and confer in good faith if amendments or modifications are proposed.

16. Savings Clause and Entirety. If any material provision of this Agreement shall for any reason be held invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining provisions of this Agreement.

17. Records of Consultant. Records of Consultant's direct personnel and reimbursable expenses pertaining to services under this Agreement shall be kept on a generally recognized accounting basis, and shall be available for inspection by City or its designees at reasonable times.

18. **Assignment.** Consultant shall not assign this Agreement, or any part thereof, or any monies due hereunder, without the prior written consent of City.

19. **No Third-Party Beneficiary Rights.** The Parties agree that no provision of this Agreement shall in any way inure to the benefit of any third-person or entity, including applicants for City development permits, so as to constitute any such person or entity as a third-person beneficiary of this Agreement or of any of its terms or otherwise give rise to any cause of action in any person or entity not a party to this Agreement.

20. **Waiver.** Waiver by either Party of any term of this Agreement shall not constitute a waiver of any other term. Waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

21. **Non-discrimination.** In connection with the performance of Consultant pursuant to this Agreement, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The City is an equal opportunity employer and requires that all consultants comply with policies and regulations concerning equal employment opportunity. The designated Public Works Director and other personnel working on City projects will be required to comply with City policies and practices. Prior to the commencement of work, the designated Public Works Director must show evidence of having completed the two hour AB 1234 Ethics in Public Service training as well as the two hour supervisory Prevention of Sexual Harassment training. The designated Public Works Director will be required to complete subsequent ethics and sexual harassment training in the same manner as City's Department heads are required to complete such training.

22. **Notices.** The City department responsible for administering this Agreement is the Finance Department and all written communications hereunder with the City shall be addressed to the Finance Director. All notices, statements, reports, approvals, or requests or other communications, that are required either expressly, or by implication, to be given by either Party to the other under this Agreement shall be in writing and signed for each Party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. Post Office for delivery. Unless, and until formally notified otherwise, all notices shall be addressed to the Parties at their address shown below:

CITY:

CITY OF PARLIER
Sonia Hall, City Administrator
1100 E. Parlier Avenue
Parlier, CA 93212
Attn: City Administrator

CONSULTANT:

A&M CONSULTING ENGINEERS
Javier Andrade, P.E., Principal
204 E Oak Avenue (Suite 5A)
Visalia, CA 93291
Attn: Javier Andrade, P.E.

23. **Agent of City.** In performing the services required under this Agreement, Consultant is acting as an agent, but not an employee, of City, subject to the general supervision and control of its governing body and City Administrator or designee. As such, Consultant shall be entitled to the same immunities and protections as any other City employee exercising discretion under all applicable statutes, regulations, and judicial and administrative precedent, subject to City's rights of action against Consultant for any professional errors or omissions of Consultant. Consultant shall have no right to any or all employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for providing to or on behalf of its employees, all legally-required employee benefits. In addition, Consultant shall be solely responsible and save City harmless from all matters relating to payment of the Consultant's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement Consultant may be providing services to others unrelated to City or to this Agreement.

24. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

25. **Conflicts of Interest.** Consultant covenants that neither the designated Public Works Director nor any officer or principal of Consultant has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which in any way would hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Administrator. At all times, Consultant shall avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of City in the performance of this Agreement. The designated Public Works Director is a "designated employee" under City's Conflict-of-Interest Code and so shall file all required statements of economic interest.

26. **New and Entire Agreement.** Upon the effective date of this Agreement, all other agreements between the Parties for the provisions of the services described herein are superseded. This Agreement represents the full and entire agreement between the Parties hereto with respect to the matters covered herein.

27. **Signature in Counterparts.** This Agreement may be signed in any number of counterparts, including facsimile copies which shall be treated as originals, all of which, taken together shall constitute the same instrument.

28. **Guarantee of Authority.** The persons signing this Agreement guarantee they are legally authorized to sign the Agreement on behalf of the designated Party and that such execution binds the designated Party to the terms of this Agreement.

CITY OF PARLIER

A&M Consulting Engineers

By _____

By _____

Sonia Hall, City Administrator

Javier Andrade, P.E., Principal/Chief Executive Officer

EXHIBIT "A"

2019 HOURLY RATE SCHEDULE

Prevailing Wage

<u>CLASSIFICATION</u>	<u>RATE</u>
Professional Civil Engineer	\$95.00/Hour
Assistant Engineer	\$40.00/Hour