

**ALL CELL PHONES AND ELECTRONIC DEVICES MUST BE  
TURNED OFF IN THE COUNCIL CHAMBERS**

**A G E N D A  
REEDLEY CITY COUNCIL MEETING**

**7:00 P.M.**

**TUESDAY, February 23, 2021**

**Meeting Held in the Council Chambers  
845 "G" Street, Reedley, California  
[www.reedley.ca.gov](http://www.reedley.ca.gov)**

The Council Chambers are accessible to the physically disabled. Requests for additional accommodations for the disabled, including auxiliary aids or services, should be made 48 hours prior to the meeting by contacting the City Clerk at 637-4200 ext. 212.

Any document that is a public record and provided to a majority of the City Council regarding an open session item on the agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such documents may be posted on the City's website.

Unless otherwise required by law to be accepted by the City at or prior to a Council meeting or hearing, no documents shall be accepted for Council review unless they are first submitted to the City Clerk by the close of business one day prior to said Council meeting/hearing at which the Council will consider the item to which the documents relate, pursuant to the adopted City Council Protocols.

**\*SPECIAL NOTICE REGARDING PUBLIC PARTICIPATION DUE TO COVID-19\***

**In recognition of the guidance from the California Department of Public Health in response to the COVID-19 pandemic, those who choose to attend the City Council meeting physically must wear a mask or face covering and practice social distancing by remaining at least 6 feet apart from other attendees. Hand sanitizer will be available at the entrance to the Council Chambers for use upon entering and exiting the room. If you are sick, please do not attend the meeting in person.**

The meeting will be webcast and accessed at: <http://www.reedley.com/livestream.php>

**\*PLEASE SEE LAST PAGE OF AGENDA FOR ZOOM PARTICIPATION INSTRUCTIONS\***

Mary L. Fast, Mayor

Robert Beck, Mayor Pro Tem  
Ray Soleno, Council Member

Anita Betancourt, Council Member  
Matthew Tuttle, Council Member

**MEETING CALLED TO ORDER**

**INVOCATION** – Pastor Virgil Miller, Christ Lutheran Church

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

**PUBLIC COMMENT** – Provides an opportunity for members of the public to address the City Council on items of interest to the public within the Council's jurisdiction and which are not already on the agenda this evening. It is the policy of the Council not to answer questions impromptu. Concerns or complaints will be referred to the City Manager's office. Speakers should limit their comments to not more than three (3) minutes. No more than ten (10) minutes per issue will be allowed. For items which are on the agenda this evening, members of the public will be provided an opportunity to address the Council as each item is brought up for discussion.

## NOTICE TO PUBLIC

**CONSENT AGENDA** items are considered routine and a recommended action for each item is included, and will be voted upon as one item. If a Councilmember has questions, requests additional information, or wishes to comment on an item, the vote should not be taken until after questions have been addressed or comments made, and the public has had an opportunity to comment on the **Consent Agenda** items. If a Councilmember wishes to have an item considered individually or change the recommended action, then the item should be removed and acted upon as a separate item. A Councilmember's vote in favor of the **Consent Agenda** is considered and recorded as a separate affirmative vote in favor of each action listed. Motions in favor of the **Consent Agenda** are deemed to include a motion to waive the full reading of any ordinance on the **Consent Agenda**. For adoption of ordinances, only those that have received a unanimous vote upon introduction are considered **Consent** items.

### CONSENT AGENDA (Item 1-5)

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

1. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF FEBRUARY 9, 2021 - (City Clerk)  
Staff Recommendation: Approve
2. RATIFY THE AUTHORIZATION FOR CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE GIANTS COMMUNITY FUND ALLOWING THE CITY OF REEDLEY TO PROVIDE THE JR. GIANTS BASEBALL PROGRAM--(Community Services)  
Staff Recommendation: Approve
3. RATIFY AND AUTHORIZE THE CITY MANAGER TO EXECUTE A ONE YEAR AGREEMENT WITH FRESNO COUNTY RURAL TRANSIT AGENCY FOR LAW ENFORCEMENT SERVICES ON TRANSIT VEHICLES. – (Administrative Services)  
Staff Recommendation: Approve
4. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AGREEMENT ADDENDUMS WITH THREE CONSULTING FIRMS TO CONTINUALLY PERFORM ON-CALL PROFESSIONAL SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT:
  - A. 4LEAF, INC.
  - B. INTERWEST CONSULTING GROUP
  - C. RINCON CONSULTANTS, INC.(Community Development)  
Staff Recommendation: Approve

5. ADOPT RESOLUTION 2021-004 DECLARING LISTED VEHICLES AND EQUIPMENT AS SURPLUS– (Public Works/Police Department)  
Staff Recommendation: Approve

**WORKSHOP**

6. WORKSHOP ON CALPERS' STATUS AND IMPACTS TO THE CITY OF REEDLEY – Administrative Services

**RECEIVE INFORMATION & REPORTS**

*These items are formal transmittals of information to the Reedley City Council. They are not voted upon by the Reedley City Council. Members of the public who have questions on these items are suggested to call City staff members during regular business hours.*

7. REEDLEY COMMUNITY SERVICES COMMISSION MINUTES OF REGULAR MEETING OF OCTOBER 29, 2020 – (Community Services)

**COUNCIL REPORTS**

8. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

**STAFF REPORTS**

9. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

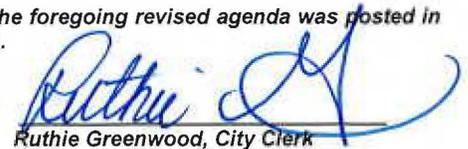
**CLOSED SESSION**

10. Government Code Section 54956.9  
Conference with legal counsel – Anticipated Litigation  
Significant exposure to litigation pursuant to Subdivisions (d)(2) and (e)(1) of Section 54956.9  
One potential case

**RECONVENE TO OPEN SESSION**

**ADJOURNMENT**

*I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing revised agenda was posted in accordance with the applicable legal requirements. Dated this 18<sup>th</sup> day of February 2021.*

  
Ruthie Greenwood, City Clerk

**Zoom Participation:**

The City Council is encouraging members of the public to observe and participate in the Council meeting virtually, to maximize the safety of all meeting participants. Reasonable efforts will be made to allow written and verbal comments from participants communicating with the host of the virtual meeting. To do so, participants may “raise their hand” during public comment portions of the meeting using the electronic feature on the zoom program, and the City Clerk will inform the Mayor of the participant’s desire to provide public comment. Due to the new, untested format of these meetings, the City cannot guarantee that participants who wish to provide public comment, either in writing or verbally, will occur as expected. The “chat” feature on Zoom will not be monitored or used during the meeting.

Members of the public who wish to provide written comments are encouraged to submit their comments to the City Clerk at [ruthie.greenwood@reedley.ca.gov](mailto:ruthie.greenwood@reedley.ca.gov) at least two (2) hours prior to the start of the meeting to ensure that the comments will be available to the City Council. Please indicate the agenda item number to which the comment pertains. Written comments that do not specify a particular agenda item will be marked for the general public comment portion of the meeting. A copy of any written comment will be provided to the City Council at the meeting. Please note that written comments received will not be read aloud during the meeting, but will be included with the meeting minutes.

**Thank you for your cooperation. Our community’s health and safety is our highest priority.**

**Dates to Remember:**

March 9, 2021 – Regular Council Meeting  
March 23, 2021 – Regular Council Meeting  
April 13, 2021 – Regular Council Meeting

**REEDLEY CITY COUNCIL MEETING – February 9, 2021**

A complete audio record of the minutes is available at [www.reedley.ca.gov](http://www.reedley.ca.gov)

The meeting of Reedley City Council called to order by Mayor Fast at 7:02 p.m. on Tuesday, February 9, 2021 in the City Hall Council Chambers, 845 “G” Street, Reedley, California.

**INVOCATION** – Rev. Denny Joseph, St. Anthony of Padua Catholic Church

**PLEDGE OF ALLEGIANCE**

The Pledge of Allegiance was led by Council Member Betancourt.

**ROLL CALL**

Council Members

Present: Robert Beck, Anita Betancourt, Ray Soleno, Matthew Tuttle, Mary Fast

Absent: None.

**AGENDA APPROVAL – ADDITIONS AND/OR DELETIONS**

Council Member Betancourt moved, Council Member Beck seconded to accept and approve agenda.

Motion unanimously **carried**.

**PRESENTATION**

1. RECOGNITION TO TOM BRANDT FOR HIS CONTRIBUTIONS TO THE COMMUNITY SERVICES COMMISSION  
Community Services Director, Sarah Reid and Council thanked Mr. Brandt for his many years of service to the community

**PUBLIC COMMENT**

None.

**CONSENT AGENDA (Item 2-4)**

Motion \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_

Council Member Beck moved, Council Member Soleno seconded to accept, approve and adopt all items listed under the **CONSENT AGENDA**.

2. APPROVAL OF MINUTES OF THE REGULAR COUNCIL MEETING OF JANUARY 26, 2021 - *Approved*
3. APPROVE THE AMENDMENT WITH FRESNO CITY COLLEGE ENDING THE TERMS OF THE CURRENT INSTRUCTIONAL SERVICES AGREEMENT AND AUTHORIZE THE CITY MANAGER TO SIGN A NEW INSTRUCTIONAL SERVICES AGREEMENT WITH FRESNO CITY COLLEGE- *Approved*
4. ADOPT RESOLUTION 2021-011 NOMINATING MAYOR FAST TO SERVE AS THE CITY REPRESENTATIVE TO THE BOARD OF THE KINGS RIVER EAST GROUNDWATER SERVICES AGENCY (GSA) – *Approved*

**ADMINISTRATIVE BUSINESS**

5. APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SIERRA KINGS HEALTH CARE DISTRICT MINI GRANT APPLICATION AND RELATED DOCUMENTS REQUESTING AND ACCEPTING FUNDING FOR SWIM LESSONS-

Mrs. Reid shared with Council the grant available through Sierra Kings Health Care District for funding up to \$5,000. If the City is awarded the grant it will support 140 youth over a week period meeting 30 minutes a day.

## REEDLEY CITY COUNCIL MEETING – February 9, 2021

Council Member Tuttle moved, Council Member Soleno seconded to accept, and APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN THE SIERRA KINGS HEALTH CARE DISTRICT MINI GRANT APPLICATION AND RELATED DOCUMENTS REQUESTING AND ACCEPTING FUNDING FOR SWIM LESSONS

Motion unanimously **carried**.

6. ADOPT RESOLUTION NO. 2021-001 AUTHORIZING THE CITY MANAGER TO APPROVE, SIGN AND SUBMIT A GRANT APPLICATION TO THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS FOR THE CAMACHO PARK REHABILITATION PROJECT

Mrs. Reid explained how point matrix will be used to score the applications. Camacho Park was the best location for this competitive grant opportunity. If the City is successful in being awarded the grant there will be a lot of construction and improvements made to the park.

Council Member Betancourt moved, Council Member Beck seconded to accept, and ADOPT RESOLUTION NO. 2021-001 AUTHORIZING THE CITY MANAGER TO APPROVE, SIGN AND SUBMIT A GRANT APPLICATION TO THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS FOR THE CAMACHO PARK REHABILITATION PROJECT

Motion unanimously **carried**.

7. ADOPT RESOLUTION 2021-006 REVISING THE FUND BALANCE POLICY FOR THE GENERAL FUND RESERVE

Assistant City Manager, Paul Melikian proposed to Council revising the Fund Balance Policy for the General Fund Reserve that increases the minimum target amount of cash on hand to ninety days' worth of average monthly operating expenditures.

Council Member Beck moved, Council Member Tuttle seconded to accept, and ADOPT RESOLUTION 2021-006 REVISING THE FUND BALANCE POLICY FOR THE GENERAL FUND RESERVE

Motion unanimously **carried**.

8. REVIEW THE STATUS OF THE MID-YEAR CITY BUDGET AND CONSIDER ITEMS PERTAINING TO VARIOUS OPERATING PROGRAMS AND CAPITAL PROJECTS

- A. ADOPT RESOLUTION NO. 2021-010 AMENDING THE 2020-21 ADOPTED BUDGET APPROPRIATING \$960,419 IN MULTIPLE CITY FUNDS FOR VARIOUS OPERATING PROGRAMS AND CAPITAL PROJECTS

Mr. Melikian informed Council every year staff reviews the adopted budget at mid-year to make sure the budget is moving as expected based on assumptions that were made. Mid-year budget review is an opportunity to adjust if circumstances changed and also to update Council on any special needs. Mr. Melikian provided a summary of the City's Mid-Year-Budget Review to Council.

Council Member Betancourt moved, Council Member Soleno seconded to accept, and REVIEW THE STATUS OF THE MID-YEAR CITY BUDGET AND CONSIDER ITEMS PERTAINING TO VARIOUS OPERATING PROGRAMS AND CAPITAL PROJECTS AND ADOPT RESOLUTION NO. 2021-010 AMENDING THE 2020-21 ADOPTED BUDGET APPROPRIATING \$960,419 IN MULTIPLE CITY FUNDS FOR VARIOUS OPERATING PROGRAMS AND CAPITAL PROJECTS

Motion unanimously **carried**.

### COUNCIL REPORTS

9. BRIEF REPORT BY COUNCIL MEMBERS ON CITY RELATED ACTIVITIES AS AUTHORIZED BY THE BROWN ACT AND REQUESTS FOR FUTURE AGENDA ITEMS.

Council Member Beck:

- Attended Airport Land Use Commission meeting.

## REEDLEY CITY COUNCIL MEETING – February 9, 2021

### Council Member Tuttle:

- Attended Central Valley Transportation Authority meeting.

### Council Member Soleno:

- Inquired about road paving on Washington Street.

### Mayor Fast:

- Attended COG meeting and provided a brief update.
- Discussed upcoming grant opportunities.

## STAFF REPORTS

### 10. UPDATES AND/OR REPORTS BY CITY MANAGER AND/OR STAFF MEMBERS.

#### City Manager, Nicole Zieba

- Provided an update on COVID statistics and the vaccine.
- Discussed upcoming Council meetings.

#### Community Services Director, Sarah Reid

- Thanked an anonymous donor for donation to the Community Center.
- Thanked Mr. Townsend for generous donation to the Senior Program.
- Also thanked Sierra View homes for providing food for the drive through lunches.

## ADJOURNMENT

Mayor Fast adjourned the regular meeting at 8:51 p.m.

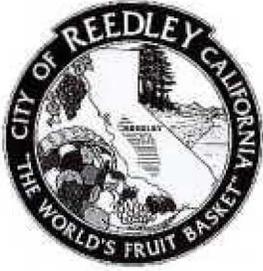
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Mayor Mary Fast

ATTEST:

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Ruthie Greenwood, City Clerk



## REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing

ITEM NO: 2

**DATE:** February 23, 2021

**TITLE:** RATIFY THE AUTHORIZATION FOR CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE GIANTS COMMUNITY FUND ALLOWING THE CITY OF REEDLEY TO PROVIDE THE JR. GIANTS BASEBALL PROGRAM.

**BY:** Jesus Rodriguez, Community Services Recreation Coordinator *J.R.*

**SUBMITTED:** Sarah Reid, Community Services Director *[Signature]*

**APPROVED:** Nicole R. Zieba, City Manager *[Signature]*

### RECOMMENDATION

Ratify the authorization for City Manager to execute an agreement with the Giants Community Fund allowing the City of Reedley to provide the Jr. Giants Baseball Program for the 2021 season.

### EXECUTIVE SUMMARY

Jr. Giants Baseball is a free program offered during the summer months to children ages 5-13. During past seasons the program has served 350 players. Due to COVID-19, the in-person league for 2020 was canceled. However, a nine-week virtual season was offered, allowing more than 120 players to participate in indoor activities and learn different fundamentals from home.

For the 2021 season, the Jr. Giants organization is planning to resume an in-person league from June 14-August 7. This season will also include a virtual option and a girls' softball league. The Giants Community Fund provides all needed equipment, uniforms and hats.

Five years ago, the Giants Community Fund started providing one employee to assist City staff. The City is responsible for the league recruitment, organizing of teams and supervision of the overall program.

### BACKGROUND

The Community Services Department has offered the Jr. Giants Program for the past 17 years. The program hasn't changed, but the Giants Community Fund requires that the City enter into an agreement annually. Staff is asking for the approval to continue offering this program.

**FISCAL IMPACT**

Staff time is accounted for in the 2021-22 FY Budget.

**ATTACHMENTS**

Agreement with Giants Community Fund

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

# 2021 Junior Giants League Agreement

## 1. Introduction

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**Please note:** You must initial each policy before moving on to the next page. If you have any questions or issues on specific policies in this agreement, please contact your Junior Giants Coordinator/Manager as soon as possible.

If you need to complete the survey in multiple sittings, click "Save and continue later" at the top of the page.

Thank you in advance for your time!

### 1. League

Reedley

### 2. Your organization's full name (to be listed online/printed on fliers)

City of Reedley

### 3. Your name

First : Jesus

Last : Rodriguez-Carranza

### 4. Your email (you'll receive a copy of your response)

jesus.rodriguez@reedley.ca.gov

### 5. Junior Giants Coordinator/Manager

Nicole Catchatoorian

### 6. What is your agency's intention for the 2021 Junior Giants season?

We intend to host Junior Giants in our community in some capacity if it is safe to do so.

Comments:

## 2. Contact Information

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Please update your contact information for email/phone communication. Your shipping address is where all potential league shipments will be sent.

### 7. Commissioner contact information

Name (first and last) : Jesus Rodriguez-Carranza

Office phone number : 5596374203

Cell phone number : 5593186034

Email address : jesus.rodriguez@reedley.ca.gov

**8. Please note that the contact information listed above (except cell phone number) will be posted on gojrgiants.org and our registration site if participants have registration questions.**

If you prefer different contact information to be listed online, please enter it below. If not, you can skip this question.

**9. Current league shipping address**

**\*Please note this is where all your materials will be delivered.**

Address : 100 N East Avenue  
City : Reedley  
State : CA  
Zip : 93654

**10. Assistant Commissioner contact information**

*If none, you can skip this question.*

Name (first and last) : Sarah Reid  
Office phone number : 5596374203  
Cell phone number : 5593608657  
Email address : sarah.reid@reedley.ca.gov

**11. Please enter any other contacts you would like included on group emails from the GCF (Commissioner and Assistant Commissioner are already included).**

*If none, you can skip this question.*

	Name	Email
Contact	Sarah Reid	sarah.reid@reedley.ca.gov
Contact		
Contact		

**3. 2021 Planning**

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**12. PARTICIPANTS**

If health regulations permit the return of play in your community, how many participants do you anticipate hosting in 2021?

200

**13. FLIERS**

This year, we anticipate moving forward with PDF copies of fliers for digital distribution. We will follow up at a later date to gather the league information you would like in the design.

*If you would still like printed fliers, please let us know below.*

We WILL need printed fliers in 2021.

#### 14. 2021 CALENDAR

Below is our projected timing for the 2021 Junior Giants season.\*

April 5 - 30: Junior Giants Spring Training (Virtual)

May 24 - July 3: Junior Giants at Home - Season 1 (Virtual)

June 14 - August 7: Junior Giants Season (In-Person, if possible) \*\*

July 12 - August 21: Junior Giants at Home - Season 2 (Virtual)

*\*Dates subject to change*

*\*\*Start and end dates are flexible - up to county/city health guidelines*

JR

Comments:

#### 4. 2021 Junior Giants League Agreement

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Junior Giants, the flagship program of the Giants Community Fund, is a free, noncompetitive and coed baseball/softball & youth development program for boys and girls ages 5-18 years old.

Junior Giants leagues are hosted by youth-serving organizations that exist separately from any association with the Junior Giants program (e.g., Park and Recreation Districts, Police Activities Leagues, YMCAs, Boys and Girls Clubs, etc.).

This Agreement is entered into by and between the Giants Community Fund (“GCF”) and City of Reedley (“the Organization”), which is hosting the Reedley Junior Giants League (“the League”) for the 2021 season.

As a condition of participation in the Junior Giants program and hosting the League, the Organization agrees to the following terms:

(Please initial each item. If you have any questions or issues with specific items, please write them in the comments section.)

15. You will be required to host the following virtual trainings before your practices begin:

(1) [First Pitch Meeting](#)

(1) [Volunteer Meeting](#),

(1) Make-Up Volunteer Meeting

Please initial below to indicate you are aware of the following responsibilities:

Organizing the virtual logistics behind the scenes to coordinate (i.e. Zoom information, technology, space needed to host)

Promoting the dates to your league in advance

JR

16. Commissioner/Agency Responsibilities

The Acting Commissioner of the League shall virtually attend (or watch the recordings) of the mandatory Commissioner Clubhouse Chats hosted the last Wednesday of each month at 12:00 PM.

The Organization will provide secure, year-round storage for all equipment provided by the Giants Community Fund with the exception of equipment that is no longer safe to use.

The Organization will not use the equipment/supplies provided for other programs/leagues (with the exception of rewards from previous seasons).

The Organization will make sure at least (1) staff member is at the field with the Ambassador during the entirety of game days (if applicable in 2021).

The Organization will run the program according to the Junior Giants [Code of Ethics](#).

JR

Comments:

17. Nondiscrimination

The Organization will refrain from discriminating on the basis of race, color, creed, national origin, gender, gender identity and expression, sexual orientation, disability, and military status in any of its activities or operations. The Organization shall foster an inclusive and welcoming environment for all players, coaches, volunteers, and families. The Organization shall provide equal opportunities for both females and males to play and coach.

JR

Comments:

18. Online Registration

The organization shall:

Conduct all player, coach, and team parent registration through GCF's online sports management system, SportsEngine\*.

Not accept any other form of registration (i.e. paper registration).

Require each participants' parent(s)/guardian(s) to sign a Player Waiver & each volunteer to sign the Coach Waiver upon registration through SportsEngine prior to any participation in Junior Giants.

*\*Specific platform subject to change*

JR

Comments:

### Background Checks

The Organization will take all precautions to protect the safety of all participants in the League, including, without limitation, screening all adults who will interact with child participants in the league. The Organization will require all coaches, other volunteers affiliated with the Junior Giants program and all other adults who have contact with players to complete a background check through GCF's online sports management system, SportsEngine, by Friday, June 12, 2021\*. If any coach, volunteer or other adult does not complete a background check or clear a background check, such person will not be permitted to be associated with the Junior Giants program or otherwise serve as a coach or volunteer. Under no circumstances, may a person begin volunteering for the League until he/she has passed the SportsEngine background check.

The Organization shall not permit any adult to participate in any manner with the League if such adult's background check reveals: (i) a conviction for any crime involving or against a minor; (ii) a conviction for any violent crime; (iii) a conviction for Driving While Intoxicated if the person's services to the league would include driving; and/or (iv) the person is listed in a Sexual Offenders registry. Moreover, the League may prohibit any adult from participating in the League in any capacity if the background check reveals any information which the Head of the League determines could lead to a safety risk for the League.

All League teams shall have a background-checked adult of each gender over the age of 21 present at all times. At no time during any League activity should any adult, over 18 years of age, be alone with any member of the team, without another adult of the opposite gender present, except for his/her own child.

The Organization shall handle the results of all background checks with confidentiality and respect. Only the Commissioner of the League and his/her designees with a need to know may be informed of the results of the background checks.

The GCF may immediately suspend or terminate the league's affiliation in the Junior Giants program for failure to comply with the Background Check requirements described in this section.

\*Date is subject to change.

JR

Comments:

20.

Volunteer Shirts/Supplies

The Organization will not pass out any supplies to volunteers before they have cleared their background check. This includes, but is not limited to, a volunteer shirt, WOW packs, baseball/softball equipment, etc.

The Organization will ensure that volunteers wear their volunteer shirt at every game, practice and Junior Giants event to signify to parents at the field that they have passed their background check.

JR

Comments:

**5. Use of Marks (Liability & Indemnification)**

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21.

The GCF grants the League a non-exclusive, non-transferable limited license to use the trademarks, service marks and copyright rights belonging to the GCF (the "GCF/Junior Giants Marks") subject to the terms and conditions of this Agreement. The Organization will not alter the GCF/Junior Giants Marks in any manner, without the prior written approval of the GCF. The League acknowledges that it cannot associate the name of a local sponsor with the GCF/Junior Giants Marks without the prior written approval of the GCF. No approval will be granted where a local sponsor is in a category that is competitive to a Giants sponsor.

Prior to any publication, distribution or display by the Organization of any GCF/Junior Giants Marks other than for its intended usage, the Organization shall furnish a written proposal identifying such usage to the GCF for its prior written approval. The Organization must not publish, distribute or display any GCF/Junior Giants Marks without first receiving written approval from the GCF. Following receipt of the GCF's approval, the Organization must not alter the GCF/Junior Giants Marks. The Organization shall seek GCF's prior written authorization in the event it desires to use the GCF/Junior Giants Marks other than as provided herein.

The Organization shall not use the GCF/Junior Giants Marks in any way that: (a) advertises, promotes, expresses or implies endorsement of any third party, cause, belief product or service by the GCF or the San Francisco Giants; (b) advertises, promotes or expresses endorsement or sponsorship of the league by any third party, product or service without the prior written approval of the GCF; or (c) reflects adversely on the reputation of the San Francisco Giants or the GCF. In addition, the Organization shall not, without the prior written permission of the GCF, use the GCF/Junior Giants Marks in connection with any event or in any manner other than in connection with the League.

With respect to profiles, commentary, writings, photographs, images, logos, and audio or video files (collectively "Content") posted on social media outlets including, but not limited to, Facebook, Instagram, Twitter, blogs, podcasts, message boards and websites (collectively "Social Media"), the Organization/League hereby agrees that it shall: (a) obtain prior written consent from the GCF before using the GCF/Junior Giants Marks on any Social Media outlet or linking to any website on any Social Media outlet; (b) refrain from displaying Content via Social Media that could be reasonably construed as an official GCF, Giants and/or Junior Giants communication; (c) refrain from posting any false or misleading Content on any Social Media outlet relating to the GCF, the Junior Giants program and/or the Giants; and (d) (i) accept any Facebook "Favorite Pages" request from the GCF; (ii) "Like" the GCF Organizational Page on Facebook; (iii) accept any GCF request to follow League's Twitter account; and (iv) accept any request from the GCF to connect to any other Social Media that represents the League.

The Organization hereby acknowledges the proprietary nature of the GCF/Junior Giants Marks and any other trademarks, service marks and copyright rights provided to the League by the GCF in connection with the GCF or the San Francisco Giants (collectively, "Giants Rights"). The League represents that it has not made and will not make any unauthorized use of the Giants Rights and agrees that during or after the term of this Agreement, it will make no such use of any Giants Rights, other than as provided in this Agreement, without the prior written consent of the GCF. Any use the Organization has made or will make of such Giants Rights has not conferred or will not confer any rights or benefits upon it whatsoever, and any rights created by such use shall inure to the benefit of the GCF and the Giants. The Organization further acknowledges that for purposes of this Paragraph, use shall include, but is not be limited to, trademark, fair, incidental, descriptive or functional uses.

The Organization must obtain all necessary licenses, consents or releases permitting it to use any third party proprietary material not furnished by the GCF including, but not limited to any: (a) name, likeness or voice of any individual (including, without limitation, Major League Baseball ("MLB") players, coaches, managers, broadcasters and announcers); (b) name, likeness or voice of any individual in the League, including players, coaches and managers; and (c) any copyright, trademark or other property or identifications other than the GCF/Junior Giants Marks. The Organization shall be solely responsible for determining which licenses, consents and releases must be obtained.

JR

Comments:

## 6. Organization Shall Not Profit

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22. Our organization acknowledges and agrees that the Giants Community Fund has no obligation to make any payment directly to our organization for any purpose.

JR

Comments:

23. Our organization will not earn a financial profit from items provided by the Giants Community Fund. This includes, but is not limited to, Giants or Minor League affiliate tickets, giveaway items and incentives, and equipment.

JR

Comments:

24. The Organization will not charge a fee for participants to play in the League, including any type of Organization membership fee. The Organization will not ask participants to fundraise in order to play in the League.

If a picture day is offered, there must be free options for players to receive their photo (players must receive a free printed photo or photos must be available for download at no charge).

JR

Comments:

## 7. Insurance

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### 25. MLB INSURANCE REQUIREMENTS

Organization must secure and continuously maintain, at its own expense, the following coverage in order to participate in Junior Giants/RBI:

1. Workers' Compensation Insurance in compliance with state or provincial laws, covering employees, volunteers, temporary workers and leased workers, including Employers' Liability with minimum limits of:

- \$1,000,000 Each Accident;
- \$1,000,000 Disease - Each Employee;
- \$1,000,000 Disease - Policy Limit.

2. An Insurance Services Office (or equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury including but not limited to contractual liability, participant liability, products/completed operations liability and Abuse & Molestation coverage with minimum limits of:

- \$2,000,000 Each Occurrence;
- \$4,000,000 General Aggregate;
- \$3,000,000 Abuse & Molestation Aggregate;
- \$3,000,000 Products/Completed Operations Aggregate.

3. Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$2,000,000 Each Accident.

The required limits may be satisfied through a combination of primary and follow form umbrella policies. All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. Major League Baseball Youth Foundation, the Office of the Commissioner of Baseball, its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB

Network, LLC, the Clubs of Major League Baseball, and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Major League Clubs or the Office of the Commissioner of Baseball, and its and their directors, officers and employees (“Additional Insureds”) must be named as Additional Insureds under the Commercial General Liability and Commercial Automobile Liability and, if applicable, Umbrella Liability Policies. Additional insured coverage shall be extended to include products liability coverage. All liability insurance policies must provide cross liability coverage (separation of insureds or severability of interest provisions). Further, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance available to the Additional Insureds, whether collectible or not. The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations. Provided coverage remains commercially available and economically feasible as deemed by MLB, the Commercial General Liability & Umbrella Liability policies shall include no exclusions for Communicable Disease, or other related or similar illnesses or conditions, concussions, CTE or similar or related brain trauma or injuries. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of \$25,000 and any/all deductibles shall be the sole responsibility of the Organization and shall not apply to the Additional Insureds. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification MLB shall receive at least thirty (30) days written notice thereof. Organization shall furnish MLB with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the Term and annually at least ten (10) days prior to the expiration of each required insurance policy. Organization shall provide MLB with copies of its insurance policies and/or endorsements upon request. If any of the required policies are written on a claims made basis, Organization shall maintain such coverage for a period of three (3) years after termination of the Agreement and provide evidence of such coverage on an annual basis during the three (3) year period. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification obligations required herein by Organization. Any actions, errors or omissions that may invalidate coverage for Organization shall not invalidate or prohibit coverage available to the Additional Insureds. Receipt by MLB of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.

JR

Comments:

## **8. Term of Agreement: Right to Discontinue**

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26.

Unless earlier terminated and/or discontinued in accordance with this paragraph, this Agreement shall be in effect until December 31, 2021. The GCF reserves the right to discontinue the Junior Giants program or any aspect of the program or require that the Organization disassociate itself from Junior Giants and the GCF at any time and for any reason. In addition, the GCF may suspend or discontinue the program in its entirety at any time for any reason.

JR

Comments:

## 11. Signature

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27. The foregoing terms accurately set forth the terms of our understanding and agreement.

### AGREED AND ACCEPTED BY:

First Name : Nicole R.

Last Name : Zieba

Organization : City of Reedley

Title : City Manager

Date : 02/09/2021

28. Please use your mouse to sign in the box below.

A handwritten signature in black ink, appearing to read "Nicole R. Zieba". The signature is written in a cursive, flowing style.

Signature of: Nicole R Zieba

29. *If you have issues using the signature box, please type your name here as your electronic signature.*

## 12. Thank You!

---

Thank you for your time and consideration in completing this League Agreement. You will be emailed a copy of this agreement. If you do not receive an email with a copy of this agreement, please contact us and we will send you a copy.

If you have any questions or concerns, please contact your GCF contact as soon as possible.

We look forward to the eventual return of play in your community!



## REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing

ITEM NO: 3

DATE: February 23, 2021

TITLE: RATIFY AND AUTHORIZE THE CITY MANAGER TO EXECUTE A ONE YEAR AGREEMENT WITH THE FRESNO COUNTY RURAL TRANSIT AGENCY FOR LAW ENFORCEMENT SERVICES ON TRANSIT VEHICLES

SUBMITTED: Paul A. Melikian, Assistant City Manager *Paul Melikian*

APPROVED: Nicole R. Zieba, City Manager *Nicole Zieba*

### RECOMMENDATION

It is recommended that the City Council ratify and authorize the City Manager to execute a one year agreement with the Fresno County Rural Transit Agency (FCRTA) for law enforcement services on transit vehicles, not to exceed \$10,000, covering the period July 1, 2020 to June 30, 2021.

### EXECUTIVE SUMMARY

The FCRTA would like to continue its relationship with the City to provide law enforcement services on FCRTA transit vehicles operating within city limits. Under the terms of the attached Agreement, a City police officer will board a FCRTA vehicle at minimum, once per week, to provide a security presence on the vehicle and at the bus shelter. All terms are consistent with the requirements of the existing Agreement, which ended June 30, 2020.

### FISCAL IMPACT

As in past years, the City will continue to bill the FCRTA semi-annually for services rendered under this Agreement in an amount not to exceed \$10,000 for the 2020-21 fiscal year. The revenue will be deposited to the General Fund and used to offset the cost of law enforcement.

### ATTACHMENTS

Agreement for Law Enforcement Services

**AGREEMENT FOR SERVICES BETWEEN  
THE FRESNO COUNTY RURAL TRANSIT AGENCY AND THE  
CITY OF REEDLEY**

This AGREEMENT, made and entered into this 1<sup>st</sup> day of June, 2020 (hereinafter referred to as "Effective Date") by and between the FRESNO COUNTY RURAL TRANSIT AGENCY, a joint powers Public Agency (hereafter referred to as "FCRTA"), and the CITY OF REEDLEY, a California municipal corporation and general law city (hereafter referred to as "CITY"). FCRTA and CITY are sometimes collectively referred to herein as the "Parties" and individually as a "Party."

**WITNESSETH:**

WHEREAS, it is necessary and desirable that CITY contract with FCRTA to provide law enforcement, safety, security, and other services as described in this Agreement to FCRTA vehicles and facilities operating within CITY'S boundaries; and

WHEREAS, FCRTA represents that it is authorized by Section 3 of the Joint Powers Agreement that created FCRTA, which was originally executed on September 27, 1979, to contract for the services to be provided by the CITY under this Agreement; and

WHEREAS, CITY represents that it is authorized by law to provide the services hereinafter described to FCRTA.

NOW, THEREFORE, it is agreed by FCRTA and CITY as follows:

**I. CITY'S OBLIGATIONS**

A. A police officer employed by CITY shall provide following services to FCRTA at a minimum of one day per week (Monday – Saturday), as selected by CITY:

1. A uniformed officer shall Board the stopped vehicle at any designated bus stop
2. Make visual observations while inside vehicle
3. Greet driver of vehicle
4. Assist passengers or driver with any questions
5. Provide bus shelter safety and security

B. CITY shall complete and submit the FCRTA Police Officer Observation Report attached hereto as Exhibit A and incorporated herein by reference.

C. CITY will make available to FCRTA all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

## **II. FCRTA's OBLIGATIONS**

A. FCRTA shall compensate CITY as provided in section III of this Agreement.

B. FCRTA will make available to CITY all documents, studies, or other information in its possession that is not protected by the attorney-client privilege related to the services provided by CITY under this Agreement.

## **III. COMPENSATION AND INVOICING**

A. Notwithstanding any other provision in this Agreement, payment by FCRTA to CITY for the services rendered under this Agreement, shall be limited by an amount not to exceed the sum of \$10,000.00.

B. CITY shall submit two semi-annual invoices to FCRTA. Each invoice shall specify: (1) the total amount previous charged by CITY to FCRTA for services provided under this Agreement; (2) total hours of services rendered during the period covered by the invoice; multiplied by (3) the CITY's approved billing rate of \$166.44 per hour, equaling (4) the amount owed to CITY for the services provided during the period covered by the invoice.

## **IV. TERMINATION**

A. Termination Without Cause.

This Agreement may be terminated without cause at any time by FCRTA or CITY upon thirty (30) calendar days written notice. If either Party terminates this Agreement, CITY shall be compensated for services satisfactorily completed to the date of termination based upon the compensation rates and subject to the maximum amounts payable agreed to in Section III.

B. Breach of Contract.

FCRTA or CITY may suspend or terminate this Agreement in whole or in part, where in the determination of FCRTA or CITY there is:

1. An illegal or improper use of funds;
2. A failure to comply with the terms of this Agreement, and after due notice, failure to cure;

3. Improperly performed services under this Agreement.
4. Failure to pay for services appropriately rendered.

In no event shall any payment by FCRTA constitute a waiver by FCRTA of any breach of this Agreement or any default which may then exist on the part of the CITY. Neither shall such payment impair or prejudice any remedy available to FCRTA with respect to the breach or default.

#### **V. INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by CITY to be provided under this Agreement, it is mutually expressly understood and agreed that CITY, including any and all of CITY's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of FCRTA. Furthermore, FCRTA shall have no right to control or supervise or direct the manner or method by which CITY shall perform its work and function. However, FCRTA shall retain the right to administer this Agreement so as to verify that CITY is performing its obligations in accordance with the terms and conditions thereof. CITY and FCRTA shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, CITY shall have absolutely no right to employment rights and benefits available to FCRTA employees. CITY shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CITY shall be solely responsible and save FCRTA harmless from all matters relating to payment of CITY'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, CITY may be providing services to others unrelated to FCRTA or to this Agreement.

#### **VI. ASSIGNMENT**

CITY shall not assign or subcontract its duties under this Agreement without the prior express written consent of the FCRTA. No such consent shall be construed as making the FCRTA a Party to such subcontract, or subjecting the FCRTA to liability of any kind to any subcontractor.

No subcontract whether existing or later entered into as set forth herein, under any circumstances shall relieve CITY of its liability and obligation under this contract, and all transactions with the FCRTA must be through CITY. Subcontractors may not be changed by CITY without the prior express written approval of FCRTA.

#### **VII. BINDING NATURE OF AGREEMENT; MODIFICATION**

The Parties agree that all of the terms of this Agreement shall be binding upon them and that together these terms constitute the entire Agreement of the Parties with respect to the subject matter hereof. No variation or modification of this Agreement and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of the Parties. This Agreement shall be binding upon FCRTA, CITY, and their successors in interest, legal representatives, executors, administrators, and assigns with respect to all covenants as set forth herein.

### **VIII. INDEMNITY**

The CITY and FCRTA (hereafter individually referred to as a "PARTY") shall hold harmless, and indemnify the other PARTY and its respective governing board, officers, directors, employees, authorized agents, contractors or subcontractors from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' and expert witness fees and costs) that arise out of or as a result of any negligent act or omission or willful misconduct of the indemnifying PARTY or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors in carrying out the indemnifying PARTY's obligations under this Agreement, except to the extent that such expense, liability or claim is proximately caused by the negligence or willful misconduct of the PARTY indemnified or its governing board, officers, directors, employees, authorized agents, contractors or subcontractors.

### **IX. NON DISCRIMINATION AND DBE**

CITY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. CITY shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CITY to carry out these requirements is a material breach of this contract, which may result in the termination of this contract and such other remedy as the recipient deems appropriate.

### **X. INSURANCE**

Without limiting either Parties right to obtain indemnification, CITY shall require its subcontractors, at their sole expense to maintain in full force and effect the following insurance policies throughout the term of this Agreement:

- A. General liability insurance with coverage of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If the Commercial General Liability Form or any other policy with a general aggregate limit is used, either the aggregate limit shall be endorsed to apply separately to this project or the aggregate limit shall be twice the above occurrence limit.
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.

- C. Automobile Physical Damage: Subject to existing law, collision and other types of physical damage coverage, including repair or replacement with comparable equipment.
- D. The above liability limits may consist of a combination of a primary policy limit and an excess policy limit to total at least \$1,000,000.
- E. Workers compensation insurance as required by law.

General liability insurance policies shall name the FCRTA, its officers, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by FCRTA, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under the CITY's subcontractors policies herein.

CITY shall not cancel or change any insurance policy required by this Agreement without a minimum of thirty (30) days advance, written notice given to FCRTA.

CITY shall provide certification of all insurance policies required by this Agreement to FCRTA within twenty-one (21) days of the date of the execution of this Agreement.

**XI. CONFLICT OF INTEREST**

CITY and FCRTA covenant they have no interest, and will not have any interest, direct or indirect, which would conflict in any manner with the performances of the services required hereunder.

**XII. EFFECTIVE DATE, TERM**

This Agreement shall become effective as of the Effective Date above and shall remain in full force and effect through June 30, 2021, unless sooner terminated or unless its term is extended. Upon the mutual written Agreement of the Parties hereto, this Agreement may be extended beyond that date.

**XIII. NOTICES**

Any and all notices between FCRTA and the CITY provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party, at such addresses set forth below:

**FCRTA**  
Moses Stites, General Manager  
Fresno County Rural Transit Agency  
2035 Tulare, Suite 201  
Fresno, CA 93721

**CITY**  
Nicole Zieba, City Manager  
City of Reedley  
1717 9th Street  
Reedley, California 93654

**XIV. VENUE; GOVERNING LAW**

Venue for any claim or action arising under this Agreement shall be in Fresno County, California. This Agreement shall be governed in all respects by the laws of the State of California.

**XV. LEGAL AUTHORITY**

Each Party represents and warrants to the other Party that such Party is duly authorized and empowered to execute, enter into, and perform its obligations set forth in this Agreement, and that the individual signing this Agreement on behalf of such Party has been duly authorized to execute this Agreement on behalf of such Party, and will, by signing this Agreement on such Party's behalf, legally bind such Party to the terms, covenants, and conditions of this Agreement. Each Party further represents and warrants to the other Party that no other person or entity is required to give its approval or consent to this Agreement in order for such Party to authorize, enter into, and perform its obligations under this Agreement, or that if such approval or consent to this Agreement is required, that such approval or consent has been obtained.

**XVI. DRUG FREE WORK PLACE**

CITY and FCRTA shall certify compliance with Government Code Section 8355 pertaining to providing a drug-free workplace per Exhibit B - "Drug Free Workplace Certification".

**XVII. FEDERAL FUNDS**

CITY and FCRTA shall acknowledge the participation of federal funds in this PROJECT by causing to have printed on the cover page of any final document provided subsequent to this Agreement, "The preparation of this report has been financed in part through grants from the United States Department of Transportation."

(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date and year first above written.

FRESNO COUNTY RURAL TRANSIT

By \_\_\_\_\_  
MOSES STITES, General Manager

CITY OF REEDLEY

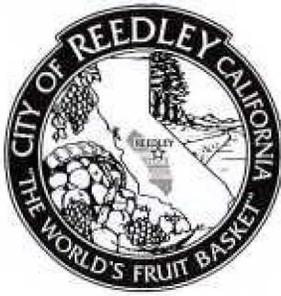
By \_\_\_\_\_  
NICOLE ZIEBA, City Manager

APPROVED AS TO LEGAL FORM ON BEHALF OF FCRTA:  
DANIEL C. CEDERBORG, County Counsel

By \_\_\_\_\_  
BRYAN ROME, Deputy County Counsel

APPROVED AS TO LEGAL FORM ON BEHALF OF CITY:

By \_\_\_\_\_  
REEDLEY CITY ATTORNEY



## REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing

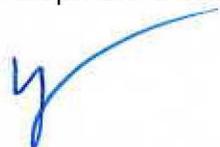
ITEM NO: 4

**DATE:** February 23, 2021

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AGREEMENT ADDENDUMS WITH THREE CONSULTING FIRMS TO CONTINUALLY PERFORM ON-CALL PROFESSIONAL SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT:

- A: 4Leaf, Inc.
- B: Interwest Consulting Group
- C: Rincon Consultants, Inc.

**SUBMITTED:** Rob Terry   
Community Development Director

**APPROVED:** Nicole R. Zieba   
City Manager

### **RECOMMENDATION**

Approve and authorize the City Manager to make non-substantive changes to the attached addendums, and sign final agreement addendums with three separate consulting firms to perform on-call professional services for the Community Development Department, as notated below:

- A. 4Leaf, Inc. – Addendum No. 1 to Professional Services Agreement for Plan Check and Services
- B. Interwest Consulting Group – Addendum No. 1 to Professional Services Agreement for Plan Check Services
- C. Rincon Consultants, Inc. – Addendum No. 1 to Consultant Planning Services Agreement

### **BACKGROUND**

The Community Development Department is made up of the Planning and Building Divisions. Each division is responsible for highly technical and complex assignments associated with the approval and development of structures within the community. To complete such activities, specialized certifications, technical, legal and/or environmental expertise are required. When

specialty certifications, staff workloads and/or capacity impact the ability to accommodate development-responsive activities, on-call consultant assistance is utilized to ensure that the Department remains fully capable of operating with maximum efficiency, and consistent focus on timely processing and excellent customer service. The bulk of such services are delivered within the existing fee schedule maintained by the City, and any non-standard activity requires the approval of the City Manager prior to action being taken.

On August 28, 2018, City Council approved the original on-call contracts with 4Leaf, Inc. and Interwest Consulting Group to provide Building Division support services, and with Rincon Consultants, Inc. to provide Planning Division support services. The agenda item and attachments for said approvals are included for reference as Attachment 4. At this time, staff desires to extend the agreements with each consultant to continually allow for on-call services as notated within their original proposals. Staff does anticipate utilizing support services to a greater degree in the coming year+ due to current and anticipated workloads based upon increased development, and staff transitions associated with the retirement of the City's long-time building official. The addendums extend the contract date for each agreement through June 30, 2022. Additionally, updated rate sheets for both Interwest and Rincon are included, due to updates to their rates since original approval.

**FISCAL IMPACT**

There is no negative fiscal impact to the City given that the costs of service are determined per-project, and are paid by the applicant needing the analysis/review in accordance with the adopted fee schedule.

**PRIOR COUNCIL ACTIONS**

City Council approved the original on-call contracts with the three firms on August 28, 2018.

**ATTACHMENTS**

1. 4Leaf, Inc. – Draft Addendum No. 1 to Professional Services Agreement for Plan Check and Services
2. Interwest Consulting Group – Draft Addendum No. 1 to Professional Services Agreement for Plan Check Services
3. Rincon Consultants, Inc. – Draft Addendum No. 1 to Consultant Planning Services Agreement
4. 8/28/18 City Council Agenda Item Approving On-call Consulting Contracts for 4Leaf, Inc., Interwest Consulting Group and Rincon Consultants, Inc.

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

**ADDENDUM NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF REEDLEY  
AND 4LEAF, INC.**

This Addendum No. 1 to the Professional Services Agreement between the City of Reedley and 4Leaf, Inc. (Agreement) is made and entered into effective on \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Reedley, a municipal corporation, hereinafter referred to as “City” and 4Leaf, Inc., a California Corporation, hereinafter referred to as “Consultant”.

**RECITALS**

WHEREAS, on September 4, 2018, City and Consultant entered into a professional services agreement (Agreement) for staff support, as approved by the City Council on August 28, 2018; and

WHEREAS, the City and Consultant mutually desire to extend the sunset date of the agreement; and

WHEREAS, Consultant has no proposed adjustments to their original proposal, beyond the End Date.

NOW, THEREFORE, in consideration of the foregoing recitals, Consultant and the City do hereby mutually agree as follows:

1. The End Date notated in Section 1.1 of the Agreement dated September 4, 2018 is amended to be that of June 30, 2022.
2. In all other regards, the Agreement dated September 4, 2018 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this agreement to be effective as of the Effective Date in the opening paragraph.

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/SIGNATURES ON NEXT PAGE

CITY OF REEDLEY, a municipal corporation

4LEAF, INC.  
a California Corporation

BY: \_\_\_\_\_  
Nicole R. Zieba, City Manager  
(Notary Acknowledgement to be Attached)

BY: \_\_\_\_\_  
Kevin J. Duggan, President  
4Leaf, Inc.  
(Notary Acknowledgement to be Attached)

ATTEST:

BY: \_\_\_\_\_  
Ruthie Greenwood, City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Scott Cross, City Attorney

RECOMMEND APPROVAL:

BY: \_\_\_\_\_  
Rob Terry,  
Community Development Director

**ADDENDUM NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF REEDLEY  
AND INTERWEST CONSULTING GROUP, INC.**

This Addendum No. 1 to the Professional Services Agreement between the City of Reedley and Interwest Consulting Group, Inc. (Agreement) is made and entered into effective on \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Reedley, a municipal corporation, hereinafter referred to as “City” and Interwest Consulting Group, Inc., a California Corporation, hereinafter referred to as “Consultant”.

**RECITALS**

WHEREAS, on September 4, 2018, City and Consultant entered into a professional services agreement (Agreement) for staff support, as approved by the City Council on August 28, 2018; and

WHEREAS, the City and Consultant mutually desire to extend the sunset date of the agreement; and

WHEREAS, Consultant has proposed adjustments to their original proposal, beyond the End Date, including the updating of Agreement Exhibits A and B.

NOW, THEREFORE, in consideration of the foregoing recitals, Consultant and the City do hereby mutually agree as follows:

1. The End Date notated in Section 1.1 of the Agreement dated September 4, 2018 is amended to be that of June 30, 2022.
2. Exhibit A (Scope of Services) is replaced in wholesale with the attached Exhibit A.
3. Exhibit B (Fees for Services) is replaced in wholesale with the attached Exhibit B.
4. In all other regards, the Agreement dated September 4, 2018 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this agreement to be effective as of the Effective Date in the opening paragraph.

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/SIGNATURES ON NEXT PAGE

CITY OF REEDLEY, a municipal corporation

INTERWEST CONSULTING GROUP, INC.  
a California Corporation

BY: \_\_\_\_\_  
Nicole R. Zieba, City Manager  
(Notary Acknowledgement to be Attached)

BY: \_\_\_\_\_  
Ron Beehler, Director  
Interwest Consulting Group, Inc.  
Authorized Signatory for Consultant  
(Notary Acknowledgement to be Attached)

ATTEST:

BY: \_\_\_\_\_  
Ruthie Greenwood, City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Scott Cross, City Attorney

RECOMMEND APPROVAL:

BY: \_\_\_\_\_  
Rob Terry,  
Community Development Director

# EXHIBIT - A

## SCOPE OF SERVICES

### Plan Processing Requirements

Upon receipt of plans and documents for review and approval including OSHPD3 plan review projects, Interwest will develop and furnish the Building Official with a complete and legible correction list for each plan review. When plans are deemed complete and in full code compliance, 2 sets of plans and corresponding documents will be stamped with Interwest Consulting Group's approval stamp and signed by our plans examiners. Both sets of completed documents will be returned to the county for final approval and distribution to the applicant.

All construction plans and other related documents will be reviewed for compliance with the following codes:

- ✓ *Architectural - Latest City Adopted Building and Residential Codes*
- ✓ *Structural - Latest City Adopted Building and Residential Codes*
- ✓ *Electrical - Latest City Adopted Electrical Code*
- ✓ *Plumbing - Latest City Adopted Plumbing Code*
- ✓ *Mechanical - Latest City Adopted Mechanical Code*
- ✓ *Fire - Latest City Adopted Fire Code*
- ✓ *Energy - Latest County Adopted Title 24 Energy Code*
- ✓ *Accessibility - Latest City Adopted Title 24 Accessibility Codes (State and Federal)*
- ✓ *Green Building - Latest City Adopted Green Building Code*
- ✓ *Other City Ordinances, Policies, Procedures*

### Time of Performance

Interwest Consulting Group understands the need for prompt and timely services and works hard to accommodate any turn around schedule desired by our clients. Our typical turn-around is ten (10) working days for first reviews and five (5) working days for subsequent reviews. We propose plan review turn-around times for large and/or complex projects be within 15 working days for the first review and 10 working days for subsequent reviews as agreed to, based on the complexity of the project.

The turn-around time for plan reviews will begin the day the documents are received in our office. Interwest Consulting Group will also accommodate special project plan review needs, such as fast-track or expedited reviews and phased plan reviews as agreed to, based on the complexity of the project and availability of staff.

### Building Inspection Services

Interwest Consulting Group's staff of ICC certified inspectors has performed inspection services on a wide variety of construction projects including many large custom homes, new residential developments, commercial buildings, essential service buildings and industrial projects such as power plants and electrical wind turbines. When necessary for large or fast-track projects, multiple inspectors are available.

All inspection personnel provided for services will be ICC and/or CASp certified as required. Our inspectors are able to read, understand and interpret construction documents, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and work effectively with contractors, the public and county staff. Inspectors will possess knowledge of modern methods of construction, materials, tools and safety procedures utilized for building inspection.

Inspections performed by Interwest Consulting Group's inspectors will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code and the California Electrical Code. Projects will also be inspected for conformance with the accessibility, noise and energy conservation requirements as mandated by State of California Title 24 and all applicable ordinances.

Interwest Consulting Group's inspectors will inspect projects for conformance with approved drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights and any other applicable conditions. At the completion of inspections, Interwest Consulting Group's inspectors will complete all necessary City forms and documentation as required to provide seamless service. Interwest's inspection staff will report directly to the Building Official or other City designated person.

## EXHIBIT - B

### FEES FOR SERVICES

#### Fees for Services

Interwest Consulting Group proposes the following fees for the various plan review and building inspection services:

- ✓ Complete plan review services – 75% of the plan review fee per the current fee schedule adopted by the City
- ✓ Structural only plan review services – 50% of the plan review fee per the current fee schedule adopted by the City
- ✓ OSHPD3 plan review services – Hourly fee using the Schedule of Hourly Billing Rates below
- ✓ CASp plan review services – Hourly fee using the Schedule of Hourly Billing Rates below
- ✓ CASp inspection services – Hourly fee using the Schedule of Hourly Billing Rates below
- ✓ Fire plan review services – Hourly fee using the Schedule of Hourly Billing Rates Below
- ✓ Partial Reviews, preliminary reviews, foundation only, revisions to approved drawings, deferred submittals, etc. – Hourly fee using the Schedule of Hourly Rates Below
- ✓ Special Projects – Fees for special projects such as expedited projects, very large projects or city owned projects can be negotiated on a project by project basis.
- ✓ There is no charge for courier or shipping services
- ✓ Building inspection services – Hourly fee using the Schedule of Hourly Billing Rates below

#### Schedule of Hourly Billing Rates

CLASSIFICATION	HOURLY BILLING RATE
Senior Plan Review Engineer .....	\$135
Senior Plans Examiner .....	95
CASp Plans Examiner / Inspector .....	105
Fire Prevention Engineer .....	135
Fire Plans Examiner .....	95
Building Inspections .....	90
Aministrative Support .....	60

*Miscellaneous charges will include:*

Mileage While Performing City Services ..... Current IRS Vehicle Mileage Rate

Invoices for plan review projects are typically generated upon the conclusion of the first review. Hourly services are invoiced monthly. Mileage for personal vehicle use within the City will be charged at the current IRS vehicle mileage rate. Interwest Consulting Group will work with the City to supply all necessary billing information.

**ADDENDUM NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF REEDLEY  
AND RINCON CONSULTANTS, INC.**

This Addendum No. 1 to the Professional Services Agreement between the City of Reedley and Rincon Consultants, Inc. (Agreement) is made and entered into effective on \_\_\_\_\_, 2021 (“Effective Date”), by and between the City of Reedley, a municipal corporation, hereinafter referred to as “City” and Rincon Consultants, Inc., a California Corporation, hereinafter referred to as “Consultant”.

**RECITALS**

WHEREAS, on September 4, 2018, City and Consultant entered into a professional services agreement (Agreement) for staff support, as approved by the City Council on August 28, 2018; and

WHEREAS, the City and Consultant mutually desire to extend the sunset date of the agreement; and

WHEREAS, Consultant has proposed adjustments to their original proposal, beyond the End Date, including the updating of the Standard Fee Schedule found in Agreement Exhibit B.

NOW, THEREFORE, in consideration of the foregoing recitals, Consultant and the City do hereby mutually agree as follows:

1. The End Date notated in Section 2 of the Agreement dated September 4, 2018 is amended to be that of June 30, 2022.
2. The portion of Exhibit B titled “Standard Fee Schedule for Environmental Sciences and Planning Services” is replaced with the attached Exhibit A titled “2021 Standard Fee Schedule for Environmental Sciences and Planning Services.”
3. In all other regards, the Agreement dated September 4, 2018 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this agreement to be effective as of the Effective Date in the opening paragraph.

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/SIGNATURES ON NEXT PAGE

CITY OF REEDLEY, a municipal corporation

RINCON CONSULTANTS, INC.  
a California Corporation

BY: \_\_\_\_\_  
Nicole R. Zieba, City Manager  
(Notary Acknowledgement to be Attached)

BY: \_\_\_\_\_  
Richard Daulton, Vice President  
Rincon Consultants, Inc.  
Authorized Signatory for Consultant  
(Notary Acknowledgement to be Attached)

ATTEST:

BY: \_\_\_\_\_  
Ruthie Greenwood, City Clerk

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
Scott Cross, City Attorney

RECOMMEND APPROVAL:

BY: \_\_\_\_\_  
Rob Terry,  
Community Development Director



**2021 Standard Fee Schedule for Environmental Sciences and Planning Services**

Professional, Technical & Support Personnel*	Hourly Rate
Principal II	\$247
Director II	\$247
Principal I	\$227
Director I	\$227
Senior Supervisor II	\$211
Supervisor I	\$201
Senior Professional II	\$180
Senior Professional I	\$165
Professional IV	\$149
Professional III	\$134
Professional II	\$118
Professional I	\$108
Associate III	\$98
Associate II	\$93
Associate I	\$84
Project Assistant	\$77
Senior GIS Specialist	\$144
GIS/CADD Specialist II	\$129
GIS/CADD Specialist I	\$115
Technical Editor	\$115
Production Specialist	\$91
Clerical	\$77

\*Professional classifications include: environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Direct Costs	Rate
Photocopies – Black and White	\$0.20 (single sided) & \$0.40 (double sided)
Photocopies – Color	\$1.50 (single sided) & \$3.00 (double sided)
Photocopies – 11 x 17	\$0.50 (B & W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Reproduction: CDs and USB Flash Drive	\$15 / disc and \$20/flash drive
Light duty /Passenger Vehicles**	\$85/day
4-WD/Off-Road Vehicles**	\$135/day

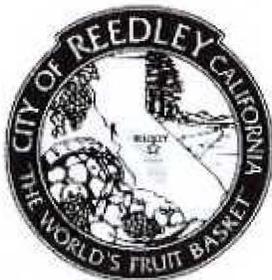
\*\* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

**Other direct costs** associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges.

**Payment Terms** – All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.



Equipment	Day Rate
<b>Environmental Site Assessment</b>	
Soil Vapor Extraction Monitoring Equipment	\$144
Four Gas Monitor	\$124
Flame Ionization Detector	\$100
Photo Ionization Detector	\$75
Hand Auger Sampler	\$57
Water Level Indicator, DC Purge Pump	\$41
<b>Natural Resources Field Equipment</b>	
UAS Drone	\$250
Spotting or Fiberoptic Scope	\$155
Pettersson Bat Ultrasound Detector/Recording Equipment	\$155
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$103
GPS (sub-meter accuracy)	\$60
Infrared Sensor Digital Camera or Computer Field Equipment	\$52
Scent Station	\$21
Laser Rangefinder/Altitude	\$10
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
<b>Water &amp; Marine Resources Equipment</b>	
Boat (26 ft. Radon or Similar)	\$565
Boat (20 ft. Boston Whaler or Similar)	\$310
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$155
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$57
Refractometer (salinity) or Turbidity Meter	\$35
Large Block Nets	\$103
Minnow trap	\$88
Net, Hand/Large Seine	\$10/\$50
<b>Field Equipment Packages</b>	
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$100
Remote Field Package, (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$130
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$155
Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$52
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
<b>Insurance, Hazard &amp; Safety Fees</b>	
L & H Dive Insurance	\$50/diver
Level C Health and Safety	\$60 person



## REEDLEY CITY COUNCIL

- Consent  
 Regular Item  
 Workshop  
 Closed Session  
 Public Hearing

ITEM NO: 8

**DATE:** August 28, 2018

**TITLE:** APPROVE AND AUTHORIZE THE CITY MANAGER TO SIGN AGREEMENTS WITH THREE CONSULTING FIRMS TO PERFORM ON-CALL PROFESSIONAL SERVICES FOR THE COMMUNITY DEVELOPMENT DEPARTMENT:

- A: 4Leaf, Inc.  
B: Interwest Consulting Group  
C: Rincon Consultants, Inc.

**SUBMITTED:** Rob Terry   
Community Development Director

**APPROVED:** Nicole R. Zieba   
City Manager

### RECOMMENDATION

Approve and authorize the City Manager to make non-substantive changes to the attached draft agreements, and sign final agreements with three separate consulting firms to perform on-call professional services for the Community Development Department, as notated below:

- A. 4Leaf, Inc. – Draft Professional Services Agreement for Plan Check Services
- B. Interwest Consulting Group – Draft Professional Services Agreement for Plan Check Services
- C. Rincon Consultants, Inc. – Draft Consultant Planning Services Agreement

### EXECUTIVE SUMMARY

The Community Development Department is responsible for highly technical and complex assignments associated with the approval and development of structures within the community. To complete such activities, specialized certifications, technical, legal and/or environmental expertise are required. With a limited staff and specific certifications and/or specializations often required, employing the services of on-call consulting firms in the appropriate manner can have several customer service and cost benefits.

On-call consulting contracts allow for maximum flexibility, efficiency and accountability within the Department by:

- Allowing for required certified reviews and analysis to take place in accordance with government regulations without having to maintain high-dollar staff with specialized certifications
- Typically delivering results to applicants in a shorter amount of time during periods of high workload
- Maintaining payment by the applicant in accordance with the fee schedule
- Allowing for review and approval by the City Manager prior to non-standard work being performed

The Community Development Department is seeking to enter into on-call contracts with three consulting firms to continually focus on efficient customer service; including 4Leaf, Inc. for plan check services, Interwest Consulting Group for plan check services, and Rincon Consulting, Inc. for environmental analysis. Each agreement would terminate June 30, 2020, allowing staff to analyze consultant performance and recommend changes to contract terms or service providers, as appropriate.

### **BACKGROUND**

The Community Development Department is made up of the Planning and Building Divisions. Each division is responsible for highly technical and complex assignments associated with the approval and development of structures within the community. To complete such activities, specialized certifications, technical, legal and/or environmental expertise are required. When specialty certifications, staff workloads and/or capacity impact the ability to accommodate development-responsive activities, on-call consultant assistance can be utilized to ensure that the Department remains fully capable of operating with maximum efficiency, and consistent focus on timely processing and excellent customer service. The bulk of such services can also be delivered within the existing fee schedule maintained by the City, and any non-standard activity requiring the approval of the City Manager prior to action being taken.

Within the Building Division, plan check and review activities are required for architectural, structural, electrical, plumbing, mechanical, fire, energy, accessibility, green building, and other plan sets. Codes applicable to Federal, State and local ordinances and regulations must be applied to each plan set, with the local agency responsible for oversight of this inclusion and notation. Large industrial facilities can require specialized review. Plan sets that include medical facilities require a specialized review certification that fall under the Office of Statewide Health Planning and Development 3 Clinic Requirements, often referred to as OSHPD3. Completion of these services requires a certified reviewer to comply with State codes. Both 4Leaf, Inc. and Interwest Consulting Group have submitted proposals to provide on-call plan check activities for the City of Reedley on a per-project basis. Staff desires to maintain contracts with both firms given their varying plan check certifications and staffing expertise, allowing for assignment to the most appropriate party at any given time. Each agreement would sunset June 30, 2020, allowing staff to analyze consultant performance, and recommend changes to contract terms or service providers, as appropriate.

Assistance with additional activities, such as building inspection and administrative support, are also included within each proposal, with the same per-project or hourly rate fee structure. While staff does not anticipate utilizing such services at this time, the inclusion of them into an on-call contract would allow for an efficient response to workload or project-specific needs in a timely manner. All assistance would be provided on a per-project basis with an approved

scope of work submitted to the Community Development Director for review, and approval provided by the City Manager before any activities would commence. Costs for any such services would be the responsibility of the applicant, in accordance with the current fee schedule.

Within the Planning Division, review and analysis associated with the California Environmental Quality Act (CEQA) is a major function. Much of the required analysis can be completed in-house; however, analysis that includes significant research for impacts, environmental findings, mitigation requirements, etc. demands considerable time and resources, which is extremely difficult to accommodate with limited staff while working within the vigorous public review and approval requirements associated with CEQA – all while still processing additional applications and projects, and responding to citizens in a timely manner. Rincon Consultants, Inc. has submitted a Letter of Interest to provide on-call environmental and planning services to the City of Reedley on a per-project basis, specific to the environmental application submitted/required. The agreement would sunset June 30, 2020, allowing staff to analyze consultant performance, and recommend changes to contract terms or the service provider, as appropriate.

A cost schedule for additional environmental and planning assistance options was also provided. Similar to Building Division services, any assistance would be provided on a per-project basis with an approved scope of work submitted to the Community Development Director for review, and approval provided by the City Manager prior to any activity taking place. Costs for any such services would be the responsibility of the applicant.

Utilizing consultant services in the appropriate manner has several customer service and cost benefits, allowing staff to be more responsive to applicant needs in a timely and efficient manner with maximum flexibility, efficiency and accountability by:

- Allowing for required certified reviews and analysis to take place in accordance with government regulations without having to maintain high-dollar staff with specialized certifications
- Typically delivering results to applicants in a shorter amount of time during periods of high workload
- Maintaining payment by the applicant in accordance with the fee schedule
- Allowing for review and approval by the City Manager prior to non-standard work being performed

### **FISCAL IMPACT**

There is no negative fiscal impact to the City given that the costs of service are determined per-project, and are paid by the applicant needing the analysis/review in accordance with the adopted fee schedule. It should be noted that the Planning Division has identified one fee that needs to be adjusted to account for the varying flexibility in the analysis that may be required under this activity (Mitigated Negative Declarations). As such, staff will be returning to Council at a future date to address this singular fee.

### **PRIOR COUNCIL ACTIONS**

No prior actions have been taken by the City Council in regards to this matter.

### **ATTACHMENTS**

1. 4Leaf, Inc. – Draft Professional Services Agreement
2. Interwest Consulting Group – Draft Professional Services Agreement

3. Rincon Consultants, Inc. – Draft Consulting Planning Services Agreement

Motion: \_\_\_\_\_

Second: \_\_\_\_\_

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
REEDLEY AND 4LEAF, INC.**

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THIS AGREEMENT for professional services is made by and between the City of Reedley ("City") and 4LEAF, Inc. ("Consultant") (together sometimes referred to as the "Parties) as of \_\_\_\_\_, 2018 (the "Effective Date").

**Section 1. SERVICES.** Subject to the terms and conditions set for in this Agreement, Consultant shall provide the City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

**1.1 Term of Services.**

The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2020, and Consultant shall complete the work as described in Exhibit A prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.

**1.2 Standard of Performance.**

Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.

**1.3 Assignment of Personnel.**

Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

**1.4 Time.**

Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

**1.5 Ordering On-Call Tasks.**

City Officials including the Chief Building Official, City Manager, and the City Planner are authorized to order on-call tasks from the Consultant. The City Officials will submit to the Consultant a written request including the detailed scope, work product, and time frames as agreed by the parties on a case-by-case basis.

**Section 2. COMPENSATION.** As more specifically described in Exhibit B, City hereby agrees to pay Consultant an hourly rate and or a percentage of plan check fee for a **sum not to exceed Ten Thousand Dollars (\$10,000.00)** notwithstanding any contrary indications that may

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
REEDLEY AND 4LEAF, INC.**

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be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such invoice by a properly executed change order or amendment.

**2.5 Reimbursable Expenses.**

Reimbursable expenses will be invoiced separately and may include roundtrip mileage from nearby jurisdictions where work is performed by Consultant, postage and shipping. There will not be reimbursable expenses for pick-up and delivery of plans.

**2.6 Payment of Taxes.**

Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

**2.7 Payment upon Termination.**

In the event that the City or Contactor terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.

**2.8 Authorization to Perform Services.**

The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

**2.9 Payment to Consultant.**

One hundred percent of payments are due within 30 days of receipt of invoice. If the amount is not paid within (60) days, Consultant may refer the account to a collection agency or attorney for collection. If the above actions are necessary, the amount due will be increased by the amount of fees Consultant will have paid for collection services or attorney's fees.

**2.10 Late Charges.**

A late charge equal to 1.5% of the delinquent amount will be added every month, starting the first day after 30 days from the invoice date. If City fails to pay the invoice when due, Consultant may suspend all services until such invoice is paid in full. If payment in full is not made within (60) days of the invoice date, Consultant may treat such nonpayment as a material breach of this Agreement by the City and may terminate this Agreement.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
REEDLEY AND 4LEAF, INC.**

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**Section 3. FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of the City. The City shall provide voicemail, fax and photocopying equipment. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long distance telephone or other communication charges, vehicles, and map/plan reproduction facilities.

**Section 4. INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subconsultants. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subconsultant to commence work on any subcontract until Consultant has obtained all insurance required herein for the subconsultant(s) and provided evidence thereof to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution.

**4.1 Workers Compensation.**

Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employers Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Worker's Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In

the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provision of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

**4.2 Commercial General and Automobile Liability Insurance.**

**4.2.1 General Requirements.**

Consultant, at its own cost and expense, shall maintain commercial, general, and automobile liability insurance for the term of this Agreement

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
REEDLEY AND 4LEAF, INC.**

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in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability for other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

**4.2.2 Minimum Scope of Coverage.**

Consultant shall procure and maintain at its sole cost for the duration of this agreement the following insurance:

- a. Minimum Scope of insurance. Coverage shall be at least as broad as:
  - (1) Insurance Services Office Commercial General Liability coverage ("occurrence" for CG 0001).
  - (2) Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 (any auto).
  - (3) Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance.
  - (4) Errors and Omissions liability insurance appropriate to Consultant's profession.
  
- b. Minimum Limits of Insurance.
  - (1) General Liability: \$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 this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - (3) Worker's Compensation and Employers Liability: Worker's Compensation limits as required by the Labor Code and Employers Liability limits of \$1,000,000 per accident.
  - (4) Errors and Omissions Liability: \$1,000,000 per claim and annual aggregate

**4.2.3 Additional Requirements.**

Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
REEDLEY AND 4LEAF, INC.**

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- b. Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

**4.3 Professional Liability Insurance.**

**4.3.1 General Requirements.**

Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professional performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

**4.3.2 Claims-made limitations.**

The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

**4.4 All Policies Requirements.**

**4.4.1 Acceptability of insurers.**

All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

**4.4.2 Verification of Coverage.**

Prior to beginning any work under this Agreement, Consultant shall furnish City with complete certified copies of all policies, including complete

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
REEDLEY AND 4LEAF, INC.**

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certified copies of all endorsements. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

**4.4.3 Notice of Reduction in or Cancellation of Coverage**

A certified endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that 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 by certified mail, return receipt requested, has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

**4.4.4 Additional insured; primary insurance**

City and its officers, employees, agents, and volunteers shall be covered as additional insured's with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

**4.4.5 Deductibles and Self-Insured Retentions.**

Consultant shall disclose to and obtain the approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

During the period covered by this Agreement, only upon the prior express written authorization of Contract Administrator, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The Contract Administrator may condition approval of an increase in deductible or self-insured retention levels with a requirement that Consultant procure a bond, guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

**4.4.6 Subconsultants.**

Consultant shall include all subconsultants as insured's under its policies or shall furnish separate certificates and certified endorsements for each subconsultant. All coverage's for subconsultants shall be subject to all of the requirements stated herein.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
REEDLEY AND 4LEAF, INC.**

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**4.4.7 Variation.**

The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope limits, and forms of such insurance are either not commercially available, or that the City's interests are otherwise fully protected.

**4.5 Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and with the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement

**Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.**

To the fullest extent permitted by law (including without limitation, California Civil Code sections 2782 and 2782.6), Consultant shall save, keep and hold harmless indemnify and defend the City, its officers, employees, authorized agents and volunteers from damages, liabilities, penalties, costs, or expenses in law or equity, including but not limited to attorney's fees, that may at any time arise, result from, relate to, or be set up because of damages to property or personal injury received by reason of, indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, or any of the Consultant's officers, employees, or agents or any subconsultant. This provision shall not apply if the damage or injury is caused by the sole negligence, active negligence, or willful misconduct of the City, its officers, agents, employees, or volunteers.

**Section 6. STATUS OF CONSULTANT**

**6.1 Independent Consultant.**

At all times during the term of this Agreement, Consultant shall be an independent Consultant and shall not be an employee of the City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, State, or Federal policy, rule,

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
REEDLEY AND 4LEAF, INC.**

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regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subconsultants providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

**6.2 Consultant No Agent.**

Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**Section 7. LEGAL REQUIREMENTS**

**7.1 Governing Law.**

The laws of the State of California shall govern this Agreement.

**7.2 Compliance with Applicable Laws.**

Consultant and any subconsultants shall comply with all laws applicable to the performance of the work hereunder.

**7.3 Other Governmental Regulations.**

To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subconsultants shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

**7.4 Licenses and Permits.**

Consultant represents and warrants to the City that Consultant and its employees, agents, and any subconsultants have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subconsultants shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subconsultant's shall obtain and maintain during the term of this Agreement valid business licenses from the City.

**7.5 Nondiscrimination and Equal Opportunity.**

Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
REEDLEY AND 4LEAF, INC.**

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employment, subconsultant, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

**Section 8. TERMINATION AND MODIFICATION**

**8.1 Termination.**

City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

**8.2 Extension.**

City may, in its sole and exclusive discretion, extend the date of Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for in Section 8.4. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

**8.3 Renewal.**

**8.3.1 City's Sole Discretion.**

The Contract Administrator may, in his or her sole and exclusive discretion, renew this Agreement and extend the date for one (1) year beyond that provided for in Subsection 1.1.

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
REEDLEY AND 4LEAF, INC.**

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**8.3.2 Notice of Renewal.**

If Consultant wishes to renew this Agreement for the one-year renewal term, Consultant must provide the City with at least thirty (30) days written notice prior to expiration of the initial term as provided in Subsection 1.1.

**8.3.3 Written Amendment Required.**

Any such renewal shall require a written amendment to this Agreement, as provided in Section 8.4 herein.

**8.3.4 Compensation.**

Consultant understands and agrees that if City renews this Agreement, the Contract Administrator may in its discretion increase Consultant's compensation for Fiscal Year 2019-20, but City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, the City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the renewal period.

**8.4 Amendments.**

The parties may amend this Agreement only by a writing signed by all the parties.

**8.5 Assignment and Subcontracting.**

City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subconsultants noted in the proposal, without prior written approval of the Contract Administrator.

**8.6 Survival.**

All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

**8.7 Options upon Breach by Consultant.**

If Consultant materially breaches any of the terms of this Agreement, City remedies shall include, but not be limited to, the following:

8.7.1 Immediately terminate the Agreement;

8.7.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement.

8.7.3 Retain a different Consultant to complete the work described in Exhibit A not finished by Consultant; or

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
REEDLEY AND 4LEAF, INC.**

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8.7.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

**Section 9. KEEPING AND STATUS OF RECORDS**

**9.1 Records Created as Part of Consultant's Performance.**

All reports, data, maps, models charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

**9.2 Consultant's Books and Records.**

Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursement charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

**Section 10. MISCELLANEOUS PROVISIONS.**

**10.1 Inspection and Audit of Records.**

If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

**10.2 Venue.**

In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Fresno or in the United States District Court for the Northern District of California.

**10.3 Severability.**

In a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
REEDLEY AND 4LEAF, INC.**

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so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**10.4 No Implied Waiver of Breach.**

The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

**10.5 Successors and Assigns.**

The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties

**10.6 Use of Recycled Products.**

Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

**10.7 Conflict of Interest.**

Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest".

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement.

**10.8 Solicitation**

Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

**10.9 Contract Administration.**

This Agreement shall be administered by the City Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

**10.10 Notices.**

Any written notice to Consultant shall be sent to:  
Kevin Duggan, President  
4LEAF, Inc.  
2126 Rheem Drive  
Pleasanton CA, 94588

Any written notice to City shall be sent to:  
Nicole Zieba, City Manager  
City of Reedley  
1717 9<sup>th</sup> Street  
Reedley, CA 93654

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF  
REEDLEY AND 4LEAF, INC.**

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**10.11 Professional Seal.**

Where applicable in the determination of the Contract Administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation.

**10.12 Integration.**

This Agreement, including the scope of work attached here to and incorporated here in as Exhibit A, represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

**10.13 Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

CITY OF REEDLEY

CONSULTANT

\_\_\_\_\_  
Nicole Zieba, City Manager

\_\_\_\_\_  
Kevin J. Duggan, President

Approved as to Form:

**EXHIBIT A**  
**SCOPE OF SERVICES**

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**Consultant has 2 key tasks:**

1. Provide Building Plan Review as-needed
2. Provide On-Call Community Development Department staffing including building inspectors, permit technicians, on-site plans examiners/engineers, code enforcement personnel, etc. on an as-needed basis.

**1. Plan Review Services**

- The Consultant shall review all plans and supporting documents submitted for projects for which a Building Permit is requested. If, after the initial review the documents are found to be in substantial compliance with the State Building Codes and local ordinances, the plans and documents shall be stamped as reviewed and acceptable for construction. If corrections are found to be needed a report shall be prepared by the Consultant specifying the needed corrections and transmitted to the applicant. When plans and supporting documents are deemed acceptable for permit issuance, the applicant shall deliver the Building Permit application and all supporting documents to the Consultant (or City Hall) for permit processing.
- City shall collect direct from the applicant costs for plan review at time of submittal of plans and documents. Building permit fees shall be paid prior to issuance of the Building Permit. City shall mark/stamp permits PAID upon receipt of funds by applicant.
- Plan Reviews will be subject to the following turn-around times (Turn-Around Times may vary with the complexity and magnitude of the projects):

Residential.....	Up to 10 Days
Multi-Family.....	Up to 10 Days
Commercial.....	Up to 10 Days
Industrial.....	Up to 10 Days

Plan Review is generally performed at the Consultant's corporate headquarters in Pleasanton, CA and an employed courier is available at all times for pick-up and delivery for plan review services. If for any reason site technical support is required, Consultant is capable of complying on an as-needed basis for all aspects of this support.

**EXHIBIT A**  
**SCOPE OF SERVICES**

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**2. Provide On-Call Building Department Support Staff (As-needed)**

- 4LEAF will provide building department support staff to include building inspectors, permit technicians, on-site plans examiners/engineers, code enforcement personnel, etc. on an on-call basis for the City of Reedley.
- 4LEAF will provide interim staff within one business day and full-time staff within two business days. 4LEAF will provide staff from their database of qualified personnel. For requests made with less than 24 hours notice, 4LEAF will make every effort possible to secure suitable candidates.
- These positions vary from full-time staff, idle staff (temporarily in-between assignments, and pre-qualified staff which include personnel who are available subject to client demand.
- All on-call requests should be made directly to 4LEAF management. 4LEAF's recruiting manager, will handle the placement of all 4LEAF staff. 4LEAF's designated manager is:

Craig Tole  
Director of Development Services  
2126 Rheem Drive  
Pleasanton, CA 94588  
(925) 462-5959 – Office  
(925) 462-5958 – Fax  
(925) 580-4055 – Cell  
[ctole@4leafinc.com](mailto:ctole@4leafinc.com)

**EXHIBIT B  
FEE SCHEDULE**

**Plan Check Percentages:**

<b>Plan Check Service</b>	<b>Fee for 1<sup>st</sup> Review and subsequent rechecks</b>	<b>Hourly rate for subsequent reviews (with authorization from Building Official):</b>
<b>Life Health Safety, Structural, ADA Requirements and Title 24 Energy Requirements</b>	70% of City fee	\$120/hour structural \$90/hour non-structural
<b>Plumbing/Mechanical/Electrical Only Plan Checks</b>	40% of City fee	\$90/hour non-structural
<b>Structural Only Plan Checks</b>	40% of City fee	\$120/hour structural

**Additional Building Department Services**

Senior Combination Building Inspector .....	\$105/hour
Commercial Building Inspector .....	\$95/hour
Residential Building Inspector .....	\$80/hour
Code Enforcement .....	\$85/hour
Senior Permit Technician .....	\$70/hour
Permit Technician .....	\$60/hour
Inspector of Record/Project Inspector (including DSA or OSHPD) ..	\$125/hour
Public Works Inspector .....	\$130/hour
Chief Building Official .....	\$140/hour
CASp Inspection .....	\$175/hour
Fire Review or Inspection by Fire Protection Engineer .....	\$155/hour
Fire Inspection by ICC Certified Fire Inspector .....	\$155/hour
Hourly overtime charge per inspector .....	1.5 x hourly rate

***Larger complex reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.***

Rates are inclusive of "tools of the trade" such as forms, telephones, and consumables.

- All invoicing will be done monthly
- Staff Augmentation work (excluding plan review) is subject to 4 hour minimum charges unless stated otherwise. Services billed in 4 hour increments
- All billable expenses will be charged at cost plus 20%
- Mileage will be billed at the IRS Rate plus 20%
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge
- Job requiring Prevailing Wage staff will be billed out at a minimum of \$130 per hour

ATTACHMENT 2

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (the effective date) by and between The City of Reedley, hereinafter referred to as "CITY", and Interwest Consulting Group Inc., hereafter referred to as "INTERWEST".

IN CONSIDERATION of the covenants to hereinafter set forth, the parties hereto mutually agree as follows:

ARTICLE 1  
SCOPE OF SERVICES

1.1 Description of Services

The term of this agreement shall begin on the effective date, and shall end on June 30, 2020. INTERWEST shall perform general building department services including plan review, building inspection and other related services as directed by the and on behalf of the CITY as identified in the attached EXHIBIT "A" Scope of Services.

1.2 Schedule of Work

Upon receipt of written Notice to Proceed from CITY, INTERWEST shall perform with due diligence the services requested by the CITY and agreed to by INTERWEST.

ARTICLE 2  
COMPENSATION

2.1 Payment Address

All payments due INTERWEST shall be paid to:

Interwest Consulting Group Inc.  
1171 W. Shaw Avenue, Suite 102  
Fresno, CA 93711

2.2 Terms of Compensation

Terms of compensation are as stipulated in the attached EXHIBIT "B" Project Fees.

INTERWEST will submit invoices monthly for the work completed in the previous month. INTERWEST shall perform such services and be paid for such services in accordance with the fees for services identified in the Proposal for Professional Building Official, Plan Check and Building Inspection Services on an As-Needed Basis.

All invoices for services are considered to be due and payable upon receipt unless otherwise set forth in this Agreement. It is mutually agreed that payment to INTERWEST shall not be delayed for any reason during the execution of the scope of services. This would also include final payment upon completion of the scope of services by INTERWEST. Withholding of payment shall only be for cause and shall be as set forth in writing by the client within 10 calendar days of receipt of the invoice. Invoices not

contested within 10 calendar days are assumed to be accurate and acceptable to all parties, and all rights to withhold payment shall be forfeited after that time.

Each invoice will represent services completed during the prior month unless otherwise noted on the invoice. Payment not received within 30 days of the invoice date will be considered past due. All past due invoices will be subject to a 1.5 % per month late charge. If the invoice, including late charges due, is not paid in full within 60 days of the invoice date, INTERWEST may cease all services on the project and may commence the exercising of its legal remedies. These include, but are not limited to, mechanics' lien rights under applicable law.

## ARTICLE 3 INDEMNIFICATION AND INSURANCE

### 3.1 Indemnification

INTERWEST will indemnify and hold harmless CITY, its Boards and its officers and employees (collectively "CITY"), against any claim, loss or liability that CITY incurs to the extent caused by the negligent acts, errors or omissions of INTERWEST, its agents, officers, directors and employees, in performing any of the services under this Agreement.

In recognition of the relative risks and benefits of the services provided to both the CITY and INTERWEST, these risks have been allocated such that the CITY agrees, to the fullest extent permitted by law, to specific limits of liability. The aggregate limits of liability of INTERWEST, its agents, officers, directors and employees in performing any of the services under this Agreement arising from any and all cause or causes shall not exceed \$50,000. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless prohibited by law.

### 3.2 General Liability

INTERWEST shall at all times during term of the Agreement carry, maintain, and keep in full force and effect, a policy or policies of Comprehensive General Liability Insurance, with minimum limits of One Million (\$1,000,000.00) Dollars for each occurrence and in the aggregate, combined single limit, against any personal injury, death, loss or damage resulting from the wrongful or negligent acts by INTERWEST. Said policy or policies shall be issued by an insurer admitted to do business in the State of California and rated in Best's Insurance Guide with a rating of B++ or better.

### 3.3 Professional Liability

INTERWEST shall at all times during the term of this Agreement, carry, maintain, and keep in full force and effect a policy or policies of professional liability insurance with a minimum limit of one million (\$1,000,000.00) dollars. Said policy or policies shall be issued by an insurer admitted to do business in the State of California and rated in Best's Insurance Guide with a rating of B++ or better.

### 3.4 Worker's Compensation

INTERWEST agrees to maintain in force at all times during the performance of work under this Agreement worker's compensation insurance as required by the law. INTERWEST shall require any subcontractor similarly to provide such compensation insurance for their respective employees.

### 3.5 Certificate of Insurance

Upon execution of this Agreement, INTERWEST shall send the CITY a certificate of insurance showing that the aforesaid policies are in effect in the required amount. At all times during the term of this agreement, Interwest shall maintain on file with the CITY Clerk a certificate of insurance showing that the aforesaid policies are in effect in the required amounts. The comprehensive general liability policy shall include the CITY, its officers, and employees as additional insured.

## ARTICLE 4 TERMINATION

### 4.1 Termination of Agreement

- (a) This Agreement may be terminated at any time, with or without cause, by either party upon sixty (60) days prior written notice.
- (b) In the event of termination or cancellation of this Agreement by INTERWEST or CITY, due to no fault or failure of performance by INTERWEST, INTERWEST shall be paid compensation for all services performed by INTERWEST, in an amount to be determined as follows; for work done in accordance with all of the terms and provisions of this Agreement, INTERWEST shall be paid an amount equal to the percentage of services performed prior to the effective date of termination or cancellation in accordance with the work items; provided in no event shall the amount which would have been paid to INTERWEST for the full performance of the services.

## ARTICLE 5 OWNERSHIP OF DOCUMENTS

### 5.1 Ownership of Documents and Work Product

All plans, specifications, reports and other design documents prepared by INTERWEST pursuant to this Agreement are instruments of service, which shall be deemed the property of the CITY. CITY acknowledges and agrees that all plans, specifications, reports and other design documents prepared by INTERWEST pursuant to this Agreement shall be used exclusively on this Project and shall not be used for any other work without the written consent of INTERWEST. In the event CITY and INTERWEST permit the reuse or other use of the plans, specifications, reports or other design documents, CITY shall require the party using them to indemnify and hold harmless INTERWEST regarding any and all references to INTERWEST from the plans, specifications, reports and other design documents.

ARTICLE 6  
GENERAL PROVISIONS

**6.1**    Fair Employment Practices/Equal Opportunity Acts

In the performance of this Agreement, INTERWEST shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Sections 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200e-217), and the Americans with Disabilities Act of 1992 (42 U.S.C. § 11200, et seq.).

**6.2**    Legal Action

(a)    Should either party to this Agreement bring legal action against the other, the case shall be brought in a court of competent jurisdiction in Orange County, California, and the party prevailing in such action shall be entitled to recover its costs of litigation, including reasonable attorneys' fee which shall be fixed by the judge hearing the case and such fee shall be included in the judgment.

(b)    Should any legal action about the Project between CITY and a party other than INTERWEST require the testimony of INTERWEST when there is no allegation that INTERWEST was negligent, CITY shall compensate INTERWEST for its testimony and preparation to testify at the hourly rates in effect at the time of such testimony.

**6.3**    Assignment

This Agreement shall not be assignable by either party without the prior written consent of the other party.

Notwithstanding the above, INTERWEST may use the services of persons and entities not in INTERWEST'S direct employ, when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to specialized consultants.

**6.8**    Hazardous Materials

Unless otherwise provided in this Agreement, INTERWEST and its subconsultants and/or contractors shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials in any form at the site of the Project.

**6.9**    Titles

The titles used in this Agreement are for general reference only and are not part of the Agreement.

6.10 Extent of Agreement

This Agreement represents the entire and integrated Agreement between CITY and INTERWEST and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written agreement signed by both parties.

6.11 Notices

All notice pertaining to this Agreement shall be in writing and addressed as follows:

If to INTERWEST:

Mr. Ron Beehler  
Interwest Consulting Group Inc.  
11613 Santa Clara Drive, Suite 100  
Roseville, CA 95661

If to CITY:

Mr. Gary Higginbotham  
Building Official  
City of Reedley  
1733 9th Street  
Reedley, CA 93654

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

Interwest Consulting Group, Inc.

City of Reedley

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Ron Beehler

Title: Director

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

# EXHIBIT - A

## SCOPE OF SERVICES

### Plan Processing Requirements

Upon receipt of plans and documents for review and approval including OSHPD3 plan review projects, Interwest will develop and furnish the Building Official with a complete and legible correction list for each plan review. When plans are deemed complete and in full code compliance, 2 sets of plans and corresponding documents will be stamped with Interwest Consulting Group's approval stamp and signed by our plans examiners. Both sets of completed documents will be returned to the county for final approval and distribution to the applicant.

All construction plans and other related documents will be reviewed for compliance with the following codes:

- ✓ *Architectural - Latest City Adopted Building and Residential Codes*
- ✓ *Structural - Latest City Adopted Building and Residential Codes*
- ✓ *Electrical - Latest City Adopted Electrical Code*
- ✓ *Plumbing - Latest City Adopted Plumbing Code*
- ✓ *Mechanical - Latest City Adopted Mechanical Code*
- ✓ *Fire - Latest City Adopted Fire Code*
- ✓ *Energy - Latest County Adopted Title 24 Energy Code*
- ✓ *Accessibility - Latest City Adopted Title 24 Accessibility Codes (State and Federal)*
- ✓ *Green Building - Latest City Adopted Green Building Code*
- ✓ *Other City Ordinances, Policies, Procedures*

### Time of Performance

Interwest Consulting Group understands the need for prompt and timely services and works hard to accommodate any turn around schedule desired by our clients. Our typical turn-around is ten (10) working days for first reviews and five (5) working days for subsequent reviews. We propose plan review turn-around times for large and/or complex projects be within 15 working days for the first review and 10 working days for subsequent reviews as agreed to, based on the complexity of the project.

The turn-around time for plan reviews will begin the day the documents are received in our office. Interwest Consulting Group will also accommodate special project plan review needs, such as fast-track or expedited reviews and phased plan reviews as agreed to, based on the complexity of the project and availability of staff.

### Building Inspection Services

Interwest Consulting Group's staff of ICC certified inspectors has performed inspection services on a wide variety of construction projects including many large custom homes, new residential developments, commercial buildings, essential service buildings and industrial projects such as power plants and electrical wind turbines. When necessary for large or fast-track projects, multiple inspectors are available.

All inspection personnel provided for services will be ICC and/or CASp certified as required. Our inspectors are able to read, understand and interpret construction documents, truss drawings and calculations, prepare and maintain accurate records and reports, communicate effectively orally and in writing and work effectively with contractors, the public and county staff. Inspectors will possess knowledge of modern methods of construction, materials, tools and safety procedures utilized for building inspection.

Inspections performed by Interwest Consulting Group's inspectors will be performed in accordance with the City's adopted version of the California Building Code, California Residential Code, California Green Building Code, California Mechanical Code, California Plumbing Code and the California Electrical Code. Projects will also be inspected for conformance with the accessibility, noise and energy conservation requirements as mandated by State of California Title 24 and all applicable ordinances.

Interwest Consulting Group's inspectors will inspect projects for conformance with approved drawings and specifications which will include review of the permit documents to verify that onsite conditions are consistent with the approved documents for square footage, setbacks, heights and any other applicable conditions. At the completion of inspections, Interwest Consulting Group's inspectors will complete all necessary City forms and documentation as required to provide seamless service. Interwest's inspection staff will report directly to the Building Official or other City designated person.

## EXHIBIT - B

### FEES FOR SERVICES

#### Fees for Services

Interwest Consulting Group proposes the following fees for the various plan review and building inspection services:

- ✓ Complete plan review services – 75% of the plan review fee per the current fee schedule adopted by the City
- ✓ Structural only plan review services – 50% of the plan review fee per the current fee schedule adopted by the City
- ✓ OSHPD3 plan review services – Hourly fee using the Schedule of Hourly Billing Rates below
- ✓ CASp plan review services – Hourly fee using the Schedule of Hourly Billing Rates below
- ✓ CASp inspection services – Hourly fee using the Schedule of Hourly Billing Rates below
- ✓ Fire plan review services – Hourly fee using the Schedule of Hourly Billing Rates Below
- ✓ Partial Reviews, preliminary reviews, foundation only, revisions to approved drawings, deferred submittals, etc. – Hourly fee using the Schedule of Hourly Rates Below
- ✓ Special Projects – Fees for special projects such as expedited projects, very large projects or city owned projects can be negotiated on a project by project basis.
- ✓ There is no charge for courier or shipping services
- ✓ Building inspection services – Hourly fee using the Schedule of Hourly Billing Rates below

#### Schedule of Hourly Billing Rates

CLASSIFICATION	HOURLY BILLING RATE
Senior Plan Review Engineer .....	\$135
Senior Plans Examiner .....	95
CASp Plans Examiner / Inspector .....	95
Fire Prevention Engineer .....	135
Fire Plans Examiner .....	95
Building Inspections .....	88
Aministrative Support .....	60

#### *Miscellaneous charges will include:*

Mileage While Performing City Services ..... Current IRS Vehicle Mileage Rate

Invoices for plan review projects are typically generated upon the conclusion of the first review. Hourly services are invoiced monthly. Mileage for personal vehicle use within the City will be charged at the current IRS vehicle mileage rate. Interwest Consulting Group will work with the City to supply all necessary billing information.

ATTACHMENT 3

**AGREEMENT BETWEEN  
CITY OF REEDLEY AND RINCON CONSULTANTS, INC.  
FOR CONSULTANT PLANNING SERVICES**

This agreement is made and entered into effective on \_\_\_\_\_, 2018, by and between the City of Reedley, a California municipal corporation (hereinafter referred to as "CITY") and Rincon Consultants, Inc. (hereinafter referred to as "CONSULTANT").

**RECITALS**

WHEREAS, CITY desires to obtain consultant services in connection with environmental analysis, land use and planning; and

WHEREAS, CONSULTANT is engaged in the business of furnishing technical and expert services in the fields of environmental analysis, land use and planning, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, this Agreement will be administered for CITY by City Manager Nicole Zieba, with Project Management overseen by Community Development Director Rob Terry.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals which are part of this Agreement and the terms and conditions hereinafter contained, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY services as requested by CITY relating to pursuant to Exhibit "A" which is incorporated herein by reference.

2. Term of Agreement. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through June 30, 2020 subject to any earlier termination in accordance with this Agreement.

3. Compensation.

CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be pursuant to Exhibit "B," which is incorporated herein by reference.

4. Termination.

Either party may terminate this Agreement at any time by giving notice of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination. In the event of termination, all finished or unfinished documents, reports, or other materials prepared by CONSULTANT under this Agreement shall

become CITY'S property. CONSULTANT shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

5. Indemnification.

(a) Indemnity for Professional Liability: When 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 the CITY 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 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 Subconsultants (or any Agency or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, CONSULTANT shall indemnify, defend, and hold harmless the CITY, 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 legal counsels 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 negligent performance of this Agreement by CONSULTANT or by any individual or Agency for which CONSULTANT is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of CONSULTANT.

6. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in Exhibit "C" or as may be authorized, and any additional insurance as may be required, in writing by City Manager or her designee at any time and in her sole discretion.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. This phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

7. Nondiscrimination. To the extent required by controlling federal, state, and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

8. Independent Contractor.

In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

9. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.

10. Assignment.

This agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or her designee.

11. Compliance with Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California, and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

12. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

13. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for

purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

14. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

15. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

16. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

17. Attorneys' Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

18. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

19. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement shall be null and void.

20. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

21. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

22. Ownership of Documents and Data.

(a) Ownership of Documents: All original papers and documents, produced as a result of this Agreement, shall become the property of the CITY. In addition, CITY shall be provided with access and use of any other papers and documents consistent with the purpose and scope of services covered by this Agreement. Any additional copies, not otherwise provided for herein, shall be the responsibility of the CITY. Documents, including spreadsheets, calculations,

drawings and specifications, prepared by CONSULTANT pursuant to this Agreement, are not intended or represented to be suitable for reuse by CITY or others on extensions of the PROJECT or on any other project. Any use of the completed documents for other projects and any use of incomplete documents without the specific written authorization from CONSULTANT will be at CITY's sole risk and without liability to CONSULTANT. Further, any and all liability arising out of changes made to CONSULTANT's deliverables under this Agreement by CITY or persons other than CONSULTANT is waived as against CONSULTANT, and the CITY assumes full responsibility for such changes made by the CITY or its agents unless the CITY has given CONSULTANT prior notice and has received from CONSULTANT written consent for such changes.

(b) Publication: No report, information, or other data given or prepared or assembled by the CONSULTANT pursuant to this Agreement, shall be made available to any individual or organization by the CONSULTANT without the prior written approval of the CITY. Notwithstanding the foregoing, however, the CONSULTANT shall not be required to protect or hold in confidence and confidential information which (1) is or becomes available to the public with the prior written consent of the CITY; (2) must be disclosed to comply with law; or (3) must be disclosed in connection with any legal proceedings.

(c) Copyrights: The CONSULTANT shall be free to copyright material developed under this Agreement with the provision that the CITY be given a nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use the material for government or public purposes.

(d) Notwithstanding the paragraphs above, all computer financial models including without limitation compilations of formulas and spreadsheet models used or developed by the CONSULTANT in performing its work are proprietary and shall remain property owned solely by the CONSULTANT.

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**CITY OF REEDLEY, a**  
a California municipal corporation

**RINCON CONSULTANTS INC.**

By: \_\_\_\_\_  
Nicole Zieba, City Manager

By: \_\_\_\_\_  
Richard Daulton, Vice President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Sylvia B. Plata, City Clerk

Exhibit "A"

SCOPE OF SERVICES

Consultant Service Agreement between City of Reedley  
and Rincon Consultants, Inc.



**Rincon Consultants, Inc.**

7080 North Whitney Avenue  
Suite 101  
Fresno, California 93720

559 721 6063 OFFICE

info@rinconconsultants.com  
www.rinconconsultants.com

July 23, 2018  
Project Number 18-06295

Rob Terry, AICP, Community Development Director  
City of Reedley  
1733 9th Street  
Reedley, CA 93654

**Subject: Letter of Interest to Provide Contract Environmental and Planning Services**

Dear Mr. Terry:

Rincon Consultants is pleased to submit this letter of interest to assist the City of Reedley (City) with on-call environmental and planning services. We are enthusiastic about the opportunity to work with the City and believe that we are especially well qualified to provide these planning and environmental services. This would include CEQA analysis for development applications and City initiatives, and contract planning services assisting the City with processing development applications, and if desired, long-range planning tasks.

Rincon has been providing contract planning services for the entirety of the firm's 22-year history. Our philosophy on all contract planning assignments is to encourage early communication with agency representatives, the project applicant, and members of the public, which has helped to ensure timely review and analysis of all development application materials, technical adequacy of environmental review, and zoning code compliance review. We have successfully completed the permitting process and environmental analysis for a wide variety of projects, including residential subdivisions, commercial shopping centers, specific plans, campus master plans, zoning code amendments, and general plan amendments. Current public agency clients include the Cities of Fresno, Berkeley, San Luis Obispo, Goleta, Lompoc, and Ojai. We have included our Contract Planning brochure that provides additional details on our services.

While Rincon is a 240-person firm with offices through-out the state, the key staff that we have identified for this proposal would primarily operate from Rincon's Fresno and San Luis Obispo offices. Rincon Senior Planner/Project Manager Eric VonBerg would be the City's main point of contact for all assignments and would coordinate the assistance of other assigned staff. Richard Daulton would serve as our Principal-In-Charge and Rob Mullane, AICP, Rincon's Senior Program Manager would provide additional QA/QC services and program oversight. Other technical and management staff would be brought in on an as-needed basis to most efficiently and effectively complete the assigned work. Resumes for key staff are included as an attachment to this letter.

**UNDERSTANDING OF ASSIGNMENT, STAFFING, and SCOPE OF WORK**



The City of Reedley has an active Community Development Department workload, with peaks stretching existing staff resources beyond what is readily manageable or efficient. The City has in-house expertise to field smaller CEQA analysis, but would benefit from outside assistance to process more complex or staff-intensive CEQA documents and would also benefit from the flexibility of having contract planning assistance for certain development projects. City staff has conveyed the need for such assistance on an as-needed basis as development applications are processed by the City. Our assumption is that most Rincon tasks would be carried out off-site with our staff working from their regular offices and coordinated through our proposed Project Manager, Eric VonBerg, located in our Fresno Office. Most required on-site actions, such as meeting with applicants or City staff and attendance at hearings would be handled by Mr. VonBerg. This would assist with reducing travel costs and provide the City with a main point of contact who is experienced in interacting with applicants, the public, and making public presentations.

Throughout the contract period, Rincon contract planning staff would assist City staff with the processing of environmental documents associated with planning permit applications and other as-needed planning tasks, working under general direction of the Community Development Director.

The specific tasks anticipated to be performed may include, but are not limited to, the following:

- *Evaluate projects for consistency with environmental regulations and determine requisite CEQA documentation*
- *Review applications as to completeness for environmental review*
- *Prepare or review initial studies, negative declarations, notices of exemption, environmental impact reports, NEPA clearances, and related technical documents*
- *Prepare necessary technical analyses and reports required for CEQA analysis. This could include but not limited to air quality, biology, cultural resources, noise, hazards assessment, and water quality/availability assessments*
- *Prepare staff reports, approval/denial findings, resolutions, and conditions of approval for discretionary applications*
- *Attend and give oral presentations at decision-maker hearings, recommending bodies, special oversight commissions, or other stakeholder organizations*
- *Analyze development projects for compliance with the City's General Plan, other applicable land use plans, Zoning Ordinance, design standards and guidelines, and other policies*

Richard Daulton, Principal-in-Charge for the On-Call Environmental and Planning Services contract, and Rob Mullane, AICP, Rincon's Senior Program Manager, will be available as needed to provide contract administration and quality assurance/quality control.

Upon the start of this contract, Rincon recommends a kick-off meeting between Rincon and City staff to outline a process and timing for deliverables, including procedures for the transmittal of application files and deliverables, communication protocols, and specifying responsibilities for



noticing and other requirements. Rincon has available an FTP site for the convenient transfer of large files.

**COST**

Rincon Consultants would provide these contract planning services on a time-and-materials basis per our attached fee schedule. We anticipate the City providing a not-to-exceed initial contract amount for providing these services over the period of one or more years.

We appreciate the opportunity to assist the City with environmental and contract planning services. We look forward to further discussing with you this letter of interest and to working together to develop a plan to best meet the needs of the City. If you have any questions about this proposal, please do not hesitate to contact me at (559) 721-6063 or via email at [evonberg@rinconconsultants.com](mailto:evonberg@rinconconsultants.com). Thank you.

Sincerely,  
**RINCON CONSULTANTS, INC.**

Eric VonBerg, MRP  
Senior Project Manager

Richard Daulton, MURP  
Vice President / Principal

Attachments

Resumes of Key Staff  
Rincon Fee Schedule  
Rincon Contract Planning Services



## Eric J. VonBerg

### SENIOR PROJECT MANAGER

Eric VonBerg has 25 years of experience in land use, environmental, and transportation planning at the local, county, regional, and state level. His most recent responsibilities include managing planning and environmental services for Rincon's Fresno office. Current projects include the City of Fresno On-Call Planning Services, Kerman General Plan and EIR, SJCOG and KCAG RTP/SCS EIRs, and the Downtown Bakersfield Vision Plan EIR. His previous experience includes County of Fresno Current Planning Senior Planner, and City of Fresno Long Range Planner preparing their General Plan and managing its Master EIR. His broader experience includes working on the Avenal Recreational Gymnasium project, several Caltrans Local Assistance projects, the San Joaquin Valley Blueprint Integration, and numerous highway projects as a Senior Planner and Office Chief for Caltrans Central Region Environmental. He also has extensive experience in public speaking, public engagement, and public, government, and tribal outreach, including managing Fresno County's Planning Commission, and as a member of the FCOG RTP/SCS Roundtable representing the Valley Planners Network.

### EDUCATION

Master's in Regional Planning,  
University of Massachusetts-  
Amherst

B.A., Social Ecology, University  
of California- Irvine

### SELECTED AFFILIATIONS

CA American Planning  
Association, Central Section  
Board Member, 2018

AEP Central Chapter,  
Member

### EXPERIENCE

Rincon Consultants, Inc.  
(2016 – present)

County of Fresno,  
Department of Public Works  
and Planning, Development  
Services (2014– 2016)

City of Fresno, Development  
and Resource Management  
Department (2013 – 2014)

URS Corporation (2004 –  
2013)

Caltrans Central Region  
(1999 – 2004)

County of Fresno (1993 –  
1999)

City of San Clemente (1987  
– 1989)

### PROJECT EXPERIENCE

- City of Fresno DARM Contract Planning & Environmental Studies, Project Manager
- City of Kerman General Plan Update and EIR, Environmental Project Manager
- Downtown Bakersfield Vision Plan Programmatic EIR; Project Manager
- City of Avenal Recreational Gymnasium Project CEQA/NEPA Technical Studies, Project Manager
- 2018 San Joaquin Council of Governments 2018 Regional Transportation Plan and Sustainable Communities Strategy EIR; Project Manager
- 2018 Kings County Association of Governments 2018 Regional Transportation Plan and Sustainable Communities Strategy Supplemental EIR; Project Manager
- Laton Sidewalk Water Quality Report for Fresno County, Project Manager
- Peach Avenue Widening Project, Fresno County, Environmental Project Manager
- Floradale Bridge CEQA IS-MND, Santa Barbara County, Project Manager
- Town of Windsor General Plan EIR; prepared Transportation, Public Services, Utilities, and Alternatives sections.
- San Joaquin River Regional Transportation Study, Madera County Planning Department, Fresno and Madera Counties; Environmental Manager
- San Joaquin Valley Blueprint Integration Project, Fresno Council of Governments, Fresno, California; Deputy Project Manager
- City of Fresno General Plan Update and Master EIR; City of Fresno Staff Lead
- Cross Valley Rail Corridor Project, Caltrans, Kings and Tulare County; Caltrans Environmental Manager
- Cabrillo Rail Bridge Replacement and Bike Lane, City of Santa Barbara/Caltrans Local Assistance, Santa Barbara, California; Environmental Project Manager
- ESPN Radio Tower EIR, Fresno County; Project Manager
- Clovis Landfill EIR, Deputy Project Manager



#### SPECIALIZED TRAINING

- AEP, Advanced CEQA Workshop, 2018
- Abbott & Kindermann's 16th Annual Land Use, Real Estate, and Environmental Law Update, 2017
- HUD NEPA Training, 2015
- AEP, Advanced CEQA Workshop, 2015
- URS Project Management Certification Program, 2013 AEP, Advanced CEQA Workshop, 2013
- AEP, Advanced CEQA Workshop, 2004
- Caltrans 40-hour Supervisor's Workshop Training Program, 2001 The Shipley Group, Transportation NEPA & Decision Making, 2000
- National Highway Institute, NEPA and the Transportation Decision Making Process, 2000





## Richard C. Daulton, MURP

### PRINCIPAL

As a Principal in Rincon Consultants' Environmental Sciences and Planning Group and the Operations Manager of Rincon's San Luis Obispo office, Mr. Daulton oversees planning and environmental projects in the California central coast region. He has over 22 years of experience in the planning profession with an emphasis on environmental planning. His planning skills are supported by a strong background in technical environmental and economic analysis. He manages a range of CEQA and NEPA documentation projects, and has successfully combined environmental analysis and planning techniques to guide agencies through complex studies and controversial programs, entitlement, and planning projects.

### EDUCATION

M.A., Urban and Regional  
Planning, University of  
California, Irvine

B.S., Economics, University of  
California, San Diego

### AFFILIATIONS

38-Hour U.S. Army Corps of  
Engineers Wetland Delineation  
and Management Training  
Program

Architecture Foundation  
Award, University of California,  
Irvine Social Ecology  
Associates, 1997

Association of Environmental  
Professionals

### EXPERIENCE

Rincon Consultants, Inc. (2000  
– present)

RBF Consulting  
(1997 – 2000)

Michael Brandman Associates  
(1995 – 1997)

### PROJECT EXPERIENCE

#### CONTRACT PLANNING

- California Flats Solar Project Contract Planning, County of San Luis Obispo
- Avila Ranch Contract Planning, City of San Luis Obispo
- Margarita Area Specific Plan Tracts 2353 and 2428 Contract Planning and CEQA Support Services, City of San Luis Obispo
- Full Service Contract Planning, City of Guadalupe
- Contract Planning Services, City of Lompoc
- Contract Planning Services, County of Monterey
- San Juan Oaks Master Plan Contract Planning and Environmental Services, San Benito County

#### PROJECT-LEVEL CEQA DOCUMENTATION

- California Flats Solar Project EIR, County of Monterey
- San Luis Ranch Project EIR, City of San Luis Obispo
- Johnson Avenue Housing EIR, City of San Luis Obispo
- Santa Margarita Ranch Project EIR, County of San Luis Obispo
- Dalidio Marketplace Commercial Annexation Project EIR, City of San Luis Obispo
- Biddle Ranch Agricultural Cluster Subdivision EIR, County of San Luis Obispo
- Paso Robles Vineyards Agricultural Cluster Subdivision EIR, County of San Luis Obispo
- Seabreeze Estates Residential Subdivision EIR, City of Lompoc

#### TRANSPORTATION PROJECTS

- Union Valley Parkway Extension/Interchange Project EIR/EA, City of Santa Maria
- Hollister Avenue Widening Project EIR/EA and Caltrans Env. Studies, County of Santa Barbara
- SR 99/Fulkerth Ave. Interchange Improvements PEAR, IS-MND and Environmental Studies, City of Turlock
- City of Manteca Multimodal Station CEQA/NEPA Documentation



## PROJECT EXPERIENCE, CONT'D

### WATER/UTILITIES PROJECTS

- Copper Sulfate Reservoir Application IS-MND, Metropolitan Water District
- Santa Ana River Bridge Seismic Retrofit Routine Maintenance Project, Metropolitan Water District
- Lake View Pipeline Environmental Constraints Analysis, Metropolitan Water District
- San Clemente Dam Removal Project Environmental and Planning Services, County of Monterey
- Water Resource Recovery Facility EIR and CEQA Plus Documentation, City of San Luis Obispo
- Los Osos Wastewater Treatment Plant Air Quality Compliance, County of San Luis Obispo
- Santa Maria Los Flores Landfill Project EIR, City of Santa Maria
- Santa Maria Landfill Expansion Project EIR, City of Santa Maria
- Regional Landfills Project EIR, Salinas Valley Solid Waste Authority
- Santa Maria Wastewater Treatment Plant EIR, City of Santa Maria
- Urban Runoff Diversion Program IS-MND, City of Pacific Grove
- Santa Ynez River Bank Stabilization Project IS-MND, City of Lompoc

### CLIMATE ACTION PLANNING PROJECTS

- San Luis Obispo County Regional Climate Action Plan for Cities of Paso Robles, Atascadero, Morro Bay, Pismo Beach, Grover Beach, and Arroyo Grande
- Kings County Regional Climate Action Plan
- City of Lake Elsinore Climate Action Plan
- General Plan Greenhouse Gas Study, City of Lompoc
- Union Valley Parkway Extension/Interchange Project EIR/EA Greenhouse Gas Analysis, City of Santa Maria
- Los Flores Integrated Waste Management Facility Greenhouse Gas Analysis, City of Santa Maria

### PRESENTATIONS

- Seminar Instructor, Association of Environmental Professionals Advanced CEQA and CEQA Basics Workshops, 2009-2015
- SB 743 Changes to CEQA Guidelines for Transportation Impacts Conference Sessions 2014-2015
- CEQA Streamlining Session, California State University CEQA Workshop, 2012
- Guest Lecturer, California Polytechnic State University, San Luis Obispo, 2007-2015





## Rob Mullane, MS, AICP

### SENIOR PROGRAM MANAGER

Rob Mullane is a Senior Program Manager with Rincon Consultants. He has 21 years of experience in the planning and municipal services field, including extensive work in current and long-range planning, CEQA and NEPA documentation projects, and a broad range of municipal services. In addition to his time at Rincon as a Project Manager and Senior Program Manager, Mr. Mullane has served in several capacities in local government, including as a senior planner for the County of Santa Barbara and City of Goleta, Community Development Director for the City of Ojai, Community Planning and Building Director for the City of Carmel-by-the-Sea, and Public Works Director for the City of Carmel-by-the-Sea. He has direct experience preparing a wide variety of planning reports and products including General Plans, Specific Plans, Housing Elements, Ordinance Amendments, Local Coastal Program Amendments, Tract Maps, Development Plans, and Design Review Guidelines and Bylaws. He is skilled at writing resolutions and ordinances for various decision-making bodies. He has also managed municipal Capital Improvement Programs and has overseen permitting and compliance for onshore and offshore oil and gas processing facilities. His duties at Rincon include managing the preparation of CEQA and NEPA documents, and assisting in the management of Rincon's state-wide contract planning service line.

### EDUCATION

M.S., Geology and Geophysics,  
University of Hawaii at Manoa,  
1996

B.S. Geology, Duke University,  
1993

### AFFILIATIONS

American Planning Association

American Institute of Certified  
Planners # 172517

American Public Works  
Association

City of Buellton, Planning  
Commission (2005 – 2007)

City of Buellton, Parks and  
Recreation Commission (2004 –  
2005)

### EXPERIENCE

Rincon Consultants, Inc. (2017  
– present and 2007-2012)

City of Carmel-by-the-Sea  
(2013 – 2017)

City of Ojai (2012 – 2013)

City of Goleta (2003 – 2007)

County of Santa Barbara (2001  
– 2003)

Hawaii Sea Grant (1996 – 2001)

### PROJECT EXPERIENCE

#### CONTRACT PLANNING

- City of Goleta, Goleta, CA
- City of Guadalupe, Guadalupe, CA
- City of Ventura, Ventura, CA
- County of Monterey, Salinas, CA

#### LONG RANGE PLANNING

- County of Santa Barbara – Santa Ynez Valley Community Plan EIR, Santa Ynez, CA
- City of Lompoc – Lompoc General Plan Update and EIR, Lompoc, CA
- City of Oxnard/Oxnard School District – Southwest Elementary School Site Local Coastal Plan Amendment Conformity Analysis, Oxnard, CA
- City of Goleta – Goleta General Plan: Safety Element, Noise Element, and Coastal Land Use Policies, Goleta, CA
- City of Guadalupe – Housing Element 2009 IS/ND, Guadalupe, CA
- County of Santa Barbara – Oil and Gas Pipeline Abandonment Policies and Program EIR, Santa Barbara, CA
- City of Ojai – 2006-2014 Housing Element Update, Ojai, CA
- City of Ojai – Complete Streets Policy Development and Implementation, Ojai, CA
- City of Ojai – Exterior Lighting Ordinance, Ojai, CA
- City of Carmel-by-the-Sea – 2015-2023 Housing Element Update, Carmel-by-the-Sea, CA



## PROJECT EXPERIENCE, CONT'D

- City of Carmel-by-the-Sea – Ocean Avenue Median Lighting Policy and Design, Carmel-by-the-Sea, CA
- City of Carmel-by-the-Sea – Revisions to Policy for Wine Tasting Room Establishments, Carmel-by-the-Sea, CA
- City of Carmel-by-the-Sea – Revisions to City Tree Protection Processes, Carmel-by-the-Sea, CA
- County of Maui – Maui Beach Management Plan, Wailuku, HI
- County of Maui – Kaanapali Beach Management Plan, Kaanapali, HI
- County of Maui – Revisions to Shoreline Setback and Special Management Area Rules, Wailuku, HI

## CEQA AND NEPA COMPLIANCE

- City of Lompoc – Lompoc General Plan Update EIR, Lompoc, CA
- County of Santa Barbara – Orcutt Key Site 3 Subsequent EIR, Santa Maria, CA
- County of Santa Barbara – 2003-2008 Housing Element Focused Rezone Program EIR, Santa Barbara, CA
- County of Santa Barbara – Santa Ynez Valley Community Plan EIR, Santa Ynez, CA
- City of Santa Barbara – Hillside House EIR, Santa Barbara, CA
- City of Santa Maria – Area 9 Specific Plan EIR, Santa Maria, CA
- County of Santa Barbara – Cavaletto Tree Farm Housing Project EIR, Goleta, CA
- City of Malibu – 2008-2014 Housing Element Update EIR, Malibu, CA
- City of Santa Paula – Tentative Tract 5475 Specific Plan EIR, Santa Paula, CA
- County of Santa Barbara – New County Jail EIR, Santa Maria, CA
- County of Santa Barbara – Calle Real Jail Photo-Voltaic Installation Project MND, Goleta, CA
- County of Santa Barbara – Agricultural Preserve Uniform Rules Update EIR, Cumulative Projects Analysis, Santa Barbara, CA
- County of Santa Barbara – Granite Construction Subsequent EIR, Buellton, CA
- County of Santa Barbara – Orcutt Key Site 30 Subsequent EIR, Santa Maria, CA
- City of Seaside – 2040 General Plan EIR, Seaside, CA
- City of San Luis Obispo – 650 Tank Farm Road Specific Plan IS-MND, San Luis Obispo, CA
- City of Turlock/Caltrans – State Route 99/Fulkerth Road Interchange Improvements Preliminary Environmental Analysis Report and MND/Categorical Exclusion, Turlock, CA
- City of Guadalupe – CE/CE for Highway 1 Improvements, Guadalupe, CA
- City of Guadalupe – 2009 Redevelopment Plan Amendment MND, Guadalupe, CA
- City of Goleta – Costco Gasoline Station Draft Supplemental EIR, Goleta, CA
- County of Santa Barbara – Line 96 Oil Pipeline Leak Detection System Project MND, Goleta, CA
- City of Goleta – Islamic Center for Santa Barbara Project MND, City of Goleta
- City of Goleta – Venoco State Lease 421 Recommissioning Project EIR, Joint Review Panel, City of Goleta Representative, Goleta, CA
- City of Goleta – Venoco Full Field Development Project EIR, Joint Review Panel, City of Goleta Representative, Goleta, CA
- City of Goleta – Comstock Homes and Ellwood Mesa Open Space Plan EIR, Goleta, CA





## Brenna Weatherby

### PLANNING AND ENTITLEMENT SPECIALIST

Ms. Weatherby has extensive experience in the preparation and processing of entitlement packages for residential, commercial and industrial development sites. She has led multidisciplinary consultant and developer teams while coordinating with City Staff, stakeholders and community groups to successfully gain discretionary project approvals. Ms. Weatherby has led strategic planning sessions and neighborhood forums, and has worked with citizens to address issues and gain support for controversial projects. As an experienced land use planner, Ms. Weatherby is knowledgeable in land use planning, NEPA and CEQA regulations, and is skilled in the preparation of Zoning Ordinances, General Plans, Specific Plans, and CEQA related documents.

### EDUCATION

M.C.P., City Planning, San Diego State University, 2000

B.S., Environmental Policy Analysis and Planning, University of California, Davis, 1998

### EXPERIENCE

Rincon Consultants, Inc. (2017 – present)

Howes Weiler & Associates (2011-2017)

The Lightfoot Planning Group (2005-2008 and 1999-2001)

Hofman Planning and Engineering (2004-2005)

San Diego Association of Governments (2003-2004)

North County Transit District (2001-2003)

### PROJECT EXPERIENCE

#### CEQA PROJECTS

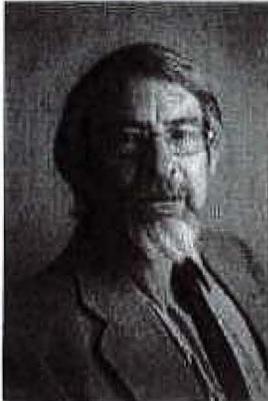
- Riverside Northgate Center Technical Studies and EIR, AFG Development, LLC
- Guthrie Warehouse Technical Studies and IS-MND, City of Riverside
- Antelope Valley College Facilities Master Plan EIR, Antelope Valley Community College District
- 2771 Garey Avenue IS-MND, City of Pomona
- Beverly Boulevard Hotel Project EIR, City of West Hollywood
- 8713 Beverly Drive Mixed Use Project EIR, City of West Hollywood
- Kresge College Housing Project EIR, University of California, Santa Cruz
- Fort Ord Main Gate Specific Plan Amendment and EIR Addendum, City of Seaside
- Sager Family - Daley Ranch Resort, Daley Ranch Resort Specific Plan, Escondido, California (2015-2017)
- Shea Homes and Shea Properties – Uptown Bressi, Bressi Ranch Master Plan Amendment, Carlsbad
- Shopoff Realty Group – Ponto Beachfront, Poinsettia Shores Master Plan Amendment, Carlsbad
- Shopoff Realty Group – Delphy's Corner, Delphy's Corner Master Plan Amendment, Vista
- DiRienzo & Associates – Vista Vineyards, Vista Vineyards Specific Plan, Vista
- DiRienzo & Associates – Poinsettia Properties, Poinsettia Properties Specific Plan, Carlsbad
- Army Navy Academy - Army Navy Academy Long Range Plan, Army Navy Academy Master Plan and Development Standards, Carlsbad
- Mission San Luis Rey – Mission San Luis Rey Master Plan, Oceanside



PROJECT EXPERIENCE, CONT'D

- Shopoff Realty Group - Ponto Beachfront, Land Use/Site Planning, Coastal Permitting Support, Entitlement Processing, Project Management, Master Planning, Local Facilities Analysis, Climate Action Plan Implementation and Community Outreach, Carlsbad
- City of Carlsbad - Agua Hedionda South Shore Specific Plan 85/15 Initiative, Master Plan and Local Facilities Analyses, Project Management, Carlsbad
- Sager Family - Daley Ranch Resort, Annexation, Specific Planning and Land Use Planning Support, Escondido
- Shopoff Realty Group - Delphy's Corner, Land Use Planning, Entitlement Processing, Project Management, Specific Planning, CEQA document preparation (MND), and Community Outreach, Vista
- Bent-West, College Boulevard Residential, Land Use Planning, Entitlement Processing, and CEQA document preparation (IS and MND), Carlsbad
- C3 Church – Balboa Campus Child Care Facility, Land Use Planning, Entitlement Processing, Project Management, CEQA document preparation (IS), and Community Group Outreach, San Diego
- Halstrom Academy – Futures in Education, Due Diligence and Entitlement Processing, Locations throughout California
- Republic Services – Imperial Landfill, Land Use Planning, and CEQA document peer review (MND), Imperial County
- St. Katherine Orthodox Church – Church Move/Expansion, Land Use Planning, Entitlement Processing,, Public Hearing Presentation, and Construction Permitting, Carlsbad
- Waste Management - Carlsbad Transfer Station, Entitlement Processing, Carlsbad
- DeWald & Associates - Pacific Station, Land Use Planning, Project Management, Coastal Permitting Support, Entitlement Processing, Community Outreach, and Public Hearing Presentation, Encinitas
- Dignity Memorial - Eternal Hills Memorial Park Expansion, Land Use Planning, Entitlement Processing, Project Management, EIR Peer Review and Community Outreach, Oceanside
- DeWald & Associates - Pacific View Elementary School Site, City and Coastal Due Diligence, Site Planning and Community Outreach, Encinitas
- DeWald & Associates - Daphne Meadows, Land Use Planning and Entitlement Processing, Encinitas
- DeWald & Associates – Oceanside Bluffs, Land Use Planning and Entitlement Processing, Oceanside
- Tri-City Medical Group – Pacific View Medical Office, Land Use Planning and Entitlement Processing, Oceanside
- Pat O'Day – South Vista Business Park, Land Use Planning, Entitlement Processing and Public Hearing Presentation, Vista
- DiRienzo & Associates - Vista Vineyards, Land Use Planning, Entitlement Processing, and Specific Planning, Vista
- DiRienzo & Associates - Poinsettia Properties, Mixed Use/TOD Planning, Local Coastal Planning, Master Planning, Carlsbad
- Army Navy Academy – Army Navy Academy Long Range Plan, Land Use Planning, Master Planning and preparation of Development Standards, Carlsbad





## John Larson

### SENIOR PROJECT MANAGER/ENVIRONMENTAL PLANNER

John Larson is a senior project manager with Rincon Consultants, Inc. with over 35 years of experience managing local government permitting projects and environmental impact assessments including all phases of work required under the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and other environmental planning regulations. His training and experience are balanced, with a strong emphasis on project and contract management and considerable depth in all topics involving the physical sciences. He has managed large interdisciplinary impact assessment projects, and has prepared technical studies as a team member addressing noise, air quality, land use and agriculture, water resources, and other issues. Many of these projects have involved working with residents or community groups to help identify and resolve controversial issues. Experience includes work on permitting for surface mines and quarries, municipal solid waste landfills, oilfield drilling pad development, wastewater treatment plants, and similar projects of an industrial nature. He is very familiar with regulatory requirements associated with these projects, and how they relate to environmental impact assessment and documentation requirements.

### EDUCATION

MBA, Business Admin, San Diego State University (1992)

B. Sc. Chemistry, San Diego State University (1975)

### AFFILIATIONS

City of San Luis Obispo, Planning Commission (2011 – present)

San Luis Obispo County Solid Waste LEA Independent Hearing Panel (2000 – 2002)

Association of Environmental Professionals

### EXPERIENCE

Rincon Consultants, Inc. (2015 – present)

AECOM : (2013 – 2015)

URS Corporation (2001 – 2013)

PRA Group (1992 – 2001)

RECON (1977 – 1992)

### PROJECT EXPERIENCE

#### CEQA DOCUMENTATION

- Commercial Medical Cannabis Ordinance IS-MND, City of Grover Beach
- Airpark Drive Business Park, City of Santa Maria Community Development Department
- Santa Maria Windset Farms Phase IV IS-MND, City of Santa Maria
- Santa Maria Area 9 Parcel Map EIR Addendum, City of Santa Maria
- Santa Maria Enos Ranchos SEIR, City of Santa Maria
- SLORTA Maintenance Facility Project CEQA/NEPA, San Luis Obispo Regional Transit Authority
- Avalon Homes EIR, City of Oxnard
- City of Clovis Landfill Re-permitting EIR, City of Clovis
- Betteravia Plaza Rezone Project EIR, City of Santa Maria
- Engle & Grey Composting Permit Modification, IS/ND, Santa Maria, California
- Ventucopa GPS Mine EIR, County of Santa Barbara
- Diamond Rock Mine EIR, County of Santa Barbara
- Veronica Meadows Supplemental EIR, City of Santa Barbara, California
- Santa Barbara Ranch EIR, County of Santa Barbara
- Public Safety Training Complex EIR, Allan Hancock College, Lompoc, California
- Jack Ranch EIR, County of San Luis Obispo
- San Miguel Community Plan EIR, County of San Luis Obispo
- Paso Robles Gateway EIR, City of Paso Robles, California
- Hyatt Place EIR, City of Paso Robles
- Paso Robles Southern Specific Plan EIR, City of Paso Robles



## PROJECT EXPERIENCE, CONT'D

### TECHNICAL STUDIES AND OTHER PERMITTING PROJECTS

- Calle Real Shopping Center Trash Compactor Noise Study, The Towbes Group
- Lompoc Federal Prison Complex, Fluid Milk Processing Facility, Preliminary environmental assessment, storm water permit planning, Lompoc, California
- Golden Gate Oil, LLC, Santa Maria Valley Inland Well Pad Permitting, Land Use Permit applications, cultural and biological resource surveys, air emissions inventory, County of Santa Barbara
- Tajiguas Landfill Resource Recovery Project, community noise analysis, County of Santa Barbara
- Santa Maria Energy Careaga Lease Oil Drilling and Production Plan, application materials and preliminary environmental information, water supply assessment, County of Santa Barbara
- Police Station construction community noise analysis, City of Santa Barbara
- Topaz Solar Farm, agricultural impact assessment, construction noise evaluation, County of San Luis Obispo
- California Valley Solar Ranch, agricultural viability analysis, operational noise data, water supply and hydrogeological evaluation, County of San Luis Obispo
- Willow Springs II, community noise analysis. City of Goleta
- Marborg Recycling Facility, community noise analysis and compliance monitoring, City of Santa Barbara

### PRESENTATIONS

- Workshop Presenter, CEQA Basics, AEP Central Coast Chapter – San Luis Obispo, 2014
- Workshop Presenter, CEQA Streamlining, AEP Central Coast Chapter – Ventura, 2013
- Workshop Leader, CEQA Basics, AEP Central CA Chapter Eastern Slope Conference – Mammoth 2013





## Chris Bersbach, MESM

### TECHNICAL SERVICES PROGRAM MANAGER

As a manager for Rincon's Technical Services program and an environmental planner for Rincon's Environmental Sciences and Planning group, Chris Bersbach is responsible for managing and preparing CEQA and NEPA documentation and technical air quality, greenhouse gas emissions, and noise impact analyses. His experience includes a wide range of technical environmental and planning studies involving land and infrastructure development, urban redevelopment, solar power facilities, oil extraction and refining facilities, landfills, general plans and specific plans, climate action plans, and other long-range planning documents. Mr. Bersbach is experienced with a variety of air pollutant and GHG emissions models, which include the CalEEMod land use emissions forecast tool, the most recent version of the California Air Resources Board's Mobile Source Emissions Inventory (EMFAC2011), CALINE4, HARP, AERMOD, ICLEI's Clean Air Climate Protection (CACP) software, the Local Government Operations Protocol, and the Climate Registry General Reporting Protocol. He uses the Federal Highway Administration's Traffic Noise Model, as well as noise protocols in use by a variety of agencies, including the Environmental Protection Agency, the Federal Transit Administration, and the Department of Housing and Urban Development.

### EDUCATION

MESM, Conservation Planning;  
Bren School of Environmental  
Science & Management, Univ.  
of California Santa Barbara  
B.A., Psychology; Brandeis  
University

### EXPERIENCE

Rincon Consultants, Inc. (2008  
– present)  
Condor Environmental  
Planning Services (2005 – 2006)  
Santa Barbara Community  
Environmental Council (2005)

### PROJECT EXPERIENCE

#### CEQA AND NEPA COMPLIANCE

- San Luis Ranch Project EIR, City of San Luis Obispo
- Betteravia Plaza Project EIR, City of Santa Maria
- Heritage Ridge Residential Project, City of Goleta
- Rancho La Laguna EIR, County of Santa Barbara
- Orcutt Key Site 3 Environmental Impact Report, County of Santa Barbara
- Orcutt Key Site 30 SEIR, County of Santa Barbara
- Meritage Senior Living Project SEIR, City of Buellton
- Santa Margarita Ranch EIR Addendum for Off-Site Air Quality Mitigation Fees, County of San Luis Obispo
- Morro Creek Multi-Use Trail and Bridge Environmental Services Project, City of Morro Bay
- Hollister Avenue - State Street Improvements Environmental Services and EIR/EA Project, County of Santa Barbara
- Harold Way Mixed-Use Project EIR, City of Berkeley
- San Miguel Tract 2710 Residential Project EA, People's Self Help Housing, County of San Luis Obispo
- Leanna Creek Water Line Project MND, City of Arroyo Grande
- Prado Road Residential Tract Project MNDs, City of San Luis Obispo
- Teal Club Specific Plan EIR, City of Oxnard
- San Juan Oaks Specific Plan SEIR, County of San Benito
- Johnson Avenue Housing Project EIR, County of San Luis Obispo



## PROJECT EXPERIENCE, CONT'D

### PROGRAMMATIC TRANSPORTATION AND URBAN PLANNING ANALYSIS AND DOCUMENTATION

- 2018 Kings County Regional Transportation Plan Supplemental EIR, Kings County Association of Governments
- 2018 San Joaquin County Regional Transportation Plan EIR, San Joaquin Council of Governments
- 2011 Kings County Regional Transportation Plan EIR, Kings County Association of Governments
- Santa Barbara County Regional Transportation Plan & Sustainable Communities Strategy EIR, Santa Barbara County Association of Governments
- 2015 Shasta County Regional Transportation Plan/Sustainable Communities Strategy EIR, Shasta Regional Transportation Agency
- Metropolitan Transportation Plan/Sustainable Communities Strategy, Association of Monterey Bay Area Governments
- 2014 Tulare County Regional Transportation Plan Program Environmental Impact Report, Tulare County Association of Governments
- 2014 Regional Transportation Plan/Sustainable Communities Strategy EIR, Stanislaus Council of Governments San Joaquin Valley Habitat Conservation Plan EA, SoCalGas

### SUSTAINABILITY SERVICES

- Single-Use Carryout Bag Reduction Ordinance EIR, City of Sunnyvale
- Huntington Beach Single-Use Carryout Bag Ordinance EIR, City of Huntington Beach
- Tuolumne County Regional Blueprint Greenhouse Gas Study, Tuolumne County Transportation Council
- City of Vista Climate Action Plan, City of Vista
- Lake Elsinore Climate Action Plan, City of Lake Elsinore
- Marina Pedestrian and Bicycle Master Plan, City of Marina

### TECHNICAL STUDIES

- Talaria at Burbank Mixed-Use Project Health Risk Assessment and Noise Study, City of Burbank
- Los Flores Knoll Communications Project Environmental Studies, City of Santa Maria
- Holy Name of Jesus Catholic Community Parish Project Air Quality, Greenhouse Gas Emissions, and Noise Studies, Steinberg Architects, City of Redlands
- Mission Lodge 54-Unit Housing Project Noise Study, KB Home Southern California, City of San Gabriel
- Hampton Inn & Suites Project Air Quality and Greenhouse Gas Emissions IS-MND Sections, City of Buellton
- Beverly Hills Metro Nighttime Noise Mitigation Recommendations Memorandum, City of Beverly Hills
- Saticoy Area Plan Update Air Quality, Greenhouse Gas Emissions, Health Risk Assessment, and Noise Technical Studies
- Shoreline Drive Three-Lot Subdivision Project Noise Study, ON Design Architects, Santa Barbara County
- Crossroads Center Drive-Through Noise and Air Quality Studies, City of Buellton
- Cortona Apartments Residential Project Health Risk Assessment, City of Goleta
- Hayward Lumber Truss Assembly Plant Project Noise Assessment, Urban Planning Concepts, City of Santa Maria
- San Joaquin Apartments and Precinct Improvement Project Construction Noise Mitigation Report, University of California Santa Barbara
- Chelsea Facility Project Noise Study, Ecos Energy LLC, Bennington, Vermont
- Rancho Malibu Religious Memorial Project Air Quality, Greenhouse Gas Emissions, and Noise Study
- Mobile Exhaust Health Risk Assessment Reports for Los Angeles Community Development Commission





## Mattie Cardenaz

### ASSOCIATE ENVIRONMENTAL PLANNER

Mattie Cardenaz is an Associate Environmental Planner within Rincon's Environmental and Land Use Planning Group in the San Luis Obispo office. Ms. Cardenaz is responsible for preparing and assisting with CEQA and NEPA documentation and technical impact analyses for a variety of projects. Her experience includes but is not limited to CEQA and NEPA compliance for development projects throughout Santa Barbara and San Luis Obispo Counties, visual impact assessment, noise monitoring and analysis, and air quality and greenhouse gas emissions modeling and analysis.

### TECHNICAL CAPABILITIES

- Experienced technical writer and has prepared environmental documents for a diverse range of projects including general plans and specific plans, land and infrastructure development, urban redevelopment, and oil extraction and refining facilities
- Prepared Environmental Assessments/Impact Reports, (Mitigated) Negative Declarations, Technical Reports, Initial Studies, Mitigation Monitoring and Reporting Programs, Categorical Exemptions/Exclusions, and Notices of Preparation
- Skilled in performing technical analysis, including noise monitoring, air quality and greenhouse gas emission modeling, and visual impact assessment

### EDUCATION

B.S., Environmental Management and Protection, concentration: Ecology and Habitat Management California Polytechnic State University, San Luis Obispo (2013)

### AFFILIATIONS

Member, California Association of Environmental Professionals

### EXPERIENCE

Rincon Consultants, Inc. (2015 – present)

### PROJECT EXPERIENCE

#### LAND USE PLANNING

- General Plan Housing Element Update (IS-ND), County of Monterey
- San Miguel Community Plan Update (EIR), County of San Luis Obispo
- Morro Bay General Plan Update (Baseline assessments), City of Morro Bay
- 2030 Concord General Plan (Supplemental EIR - Addendum), City of Concord

#### CEQA AND NEPA COMPLIANCE

- San Luis Ranch Project (EIR), City of San Luis Obispo
- Jack Ranch Project (IS, NOP), County of San Luis Obispo
- Santa Maria Senior Apartments Project (EA), City of Santa Maria
- Betteravia Plaza Project (EIR), City of Santa Maria
- Enos Ranchos Specific Plan (Supplemental EIR), City of Santa Maria
- Heritage Ridge Residential Project (EIR), City of Goleta
- Hollister Avenue-State Street Improvements Project (EIR-EA), County of Santa Barbara
- Rancho La Laguna Project (EIR), County of Santa Barbara
- Cuesta College North County Campus Center Project/ Cuesta College SLO Campus Instructional Building Project (IS-MND), San Luis Obispo County Community College District



#### PROJECT EXPERIENCE, CONT'D

- Sidewalk Infill Project (CE), City of Watsonville
- Monterey Bay Sanctuary Scenic Trail (MBSST) Network Master Plan (FEIR Addendum), City of Watsonville
- Terraces at Temple City (IS-MND), Temple City

#### TECHNICAL STUDIES

- Avenal Gymnasium Project HUD NEPA Studies - Geology and Soils Memorandum, City of Avenal
- Swansea Park Senior Apartments Phase 2 and Village Project – Noise and Air Quality Studies, APEC International
- Online Ordering Grocery Store Project – Air Quality Analysis, Oppidan Investment Company
- ERG West Cat Canyon Revitalization Plan Project – Noise Study, SCS Tracer Environmental
- Paso Vista Report Project – Air Quality and Greenhouse Gas Emissions Study, City of Paso Robles
- Hollister Avenue State Street Improvements Project – Air Quality, Greenhouse Gas Emissions, and Water Quality Technical Memoranda, California Department of Transportation (District 5)
- Clark Avenue at Highway 101 Northbound Interchange Improvements Project – Visual Impact Assessment, California Department of Transportation (District 5)



Exhibit "B"

Compensation

Consultant Service Agreement between City of Reedley  
and Rincon Consultants, Inc.



Rincon Consultants, Inc.

7080 North Whitney Avenue  
Suite 101  
Fresno, California 93720

TEL 721-6063 OFFICE

info@rinconconsultants.com  
www.rinconconsultants.com

August 21, 2018  
Project Number 18-06295

Rob Terry, Community Development Director  
City of Reedley  
1733 9th Street  
Reedley, CA 93654

**Subject: Proposed Fees for On-Call Environmental Services**

Dear Mr. Terry:

Rincon Consultants is pleased to submit our proposed table of fees for this contract. Our understanding is that upon receipt of an individual project assignment from the City, Rincon will prepare a project environmental services cost estimate for review by City staff. Upon finalizing negotiation of the individual project cost, the project applicant would provide the City a deposit to cover Rincon's costs as well as the City's cost for processing the application. Below is a draft table indicating fees for different project types.

Environmental Analysis	Fee for Initial Activity	Hourly Rate for Follow-up Activities (if applicable)
Categorical Exemption (CE)	Consultant Negotiated Estimate plus 10%	Varies per Personnel: See Standard Fee Schedule
Initial Study (IS)	Consultant Negotiated Estimate plus 10%	Varies per Personnel: See Standard Fee Schedule
Negative Declaration (ND)	Consultant Negotiated Estimate plus 15%	Varies per Personnel: See Standard Fee Schedule
Mitigated Negative Declaration (MND)	Consultant Negotiated Estimate plus 20%	Varies per Personnel: See Standard Fee Schedule
Environmental Impact Report (EIR)	Consultant Negotiated Estimate plus 20%	Varies per Personnel: See Standard Fee Schedule
National Environmental Protection Analysis (NEPA) Document	Consultant Negotiated Estimate plus 10%	Varies per Personnel: See Standard Fee Schedule

Thank you for considering Rincon for this assignment. We look forward to working with the City

Sincerely,  
**RINCON CONSULTANTS, INC.**

Eric VonBerg, MRP  
Senior Project Manager

Richard Daulton, MURP  
Vice President / Principal



# RINCON CONSULTANTS, INC.

## Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical & Support Personnel*	Hourly Rate
Principal II / Director II	\$235
Principal / Director I	\$215
Senior Supervisor II	\$200
Supervisor I	\$190
Senior Professional II	\$170
Senior Professional I	\$156
Professional IV	\$140
Professional III	\$125
Professional II	\$112
Professional I	\$100
Associate III	\$92
Associate II	\$86
Associate I	\$80
Project Assistant	\$75
Senior GIS Specialist	\$136
GIS/CADD Specialist II	\$120
GIS/CADD Specialist I	\$108
Technical Editor	\$110
Production Specialist	\$86
Clerical	\$75

\*Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Direct Costs	Rate
Photocopies – Black and White	\$0.20 (single sided) & \$0.36 (double sided)
Photocopies – Color	\$1.50 (single sided) & \$3.20 (double sided)
Photocopies – 11 x 17	\$0.80 (B & W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Reproduction: CDs	\$10 / disc
Light duty /Passenger Vehicles**	\$85/day
4-WD/Off-Road Vehicles**	\$135/day

\*\* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

### Other Direct Costs

Other direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Other direct costs associated with completing a project that are not included in the hourly billing rates described above may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges, etc.

Effective July 2018



# RINCON CONSULTANTS, INC.

Equipment	Day Rate
<b>Environmental Site Assessment</b>	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
<b>Natural Resources Field Equipment</b>	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$150
Remote Field Package, (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$55
Large Block Nets	\$100
Minnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$150/\$50
<b>Water &amp; Marine Resources Equipment</b>	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$150
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (26 ft. Radon or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
<b>Insurance, Hazard &amp; Safety Fees</b>	
L & H Dive Insurance	\$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	\$125 X hourly
Level C Health and Safety	\$60 person

Effective July 2018

Exhibit "C"

INSURANCE REQUIREMENTS

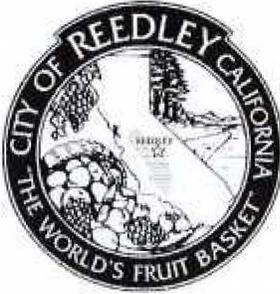
Consultant Service Agreement between City of Reedley  
and Rincon Consultants, Inc.

Minimum Scope of Insurance

Without limiting Consultant's indemnification of the City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of this Agreement, and shall require any subconsultants to obtain and maintain, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

- (a) Workers' Compensation. Consultant shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)).
- (b) General Liability. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, or equivalent, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.
- (c) Automobile Liability. If Consultant (or subconsultants) utilizes automobiles in the performance of services under this agreement, Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.
- (d) Professional Liability (Errors & Omissions). Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) Per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Consultant agrees to maintain continuous coverage through a period no less than one year after completion of the Services required by this Agreement.

- (e) Proof of Insurance. Consultant shall provide to City, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (f) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.
- (g) Enforcement of Contract Provisions (non estoppel). Consultant acknowledges and agrees that any actual or alleged failure on the part of the Cities to inform Consultant of non-compliance with any requirement imposes no additional obligations on the Cities, nor does it waive any rights hereunder.
- (h) Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.
- (i) Notice of Cancellation. Consultant agrees to oblige its insurance agent or broker and insurers to provide to City with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.
- (j) Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.
- (k) Timely Notice of Claims. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.



## REEDLEY CITY COUNCIL

- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing

ITEM NO: 5

**DATE:** February 23, 2021

**TITLE:** ADOPT RESOLUTION 2021-004 DECLARING LISTED VEHICLES AND EQUIPMENT AS SURPLUS

**SUBMITTED:** Russ Robertson, Public Works Director  
Marc A. Ediger, Police Commander

**APPROVED:** Nicole R. Zieba, City Manager

### RECOMMENDATION

It is recommended that the City Council adopt Resolution 2021-004 declaring the vehicles and equipment listed below as surplus. City policy requires the Council to adopt a resolution identifying all equipment and vehicles valued at over \$1,000 before it can be surplus.

### EXECUTIVE SUMMARY

Staff is requesting that the following list of vehicles and equipment be declared as surplus:

Public Works Department:

#### Tornado Surface Aspirating Aerator- 2 Units

Two (2) 1996 Model No. A981A each with 15 HP- 3 Phase: 60 Hz-1765 rpm motors.

The Tornado aerator mounts at an angle in the water with the motor and air intake above the surface and the propeller submerged below the water provides oxygen transfer and mixing to various applications. The equipment is mounted on stainless steel pontoons.

The 25 year old equipment has been superseded by updated technology.

Police Department:

#### 2008 Ford Escape; Unit # 581 (VIN No. 1FMCU03198KD05644)

This unmarked staff unit has reached the end of its functional life. It is 13 years old and has become cost prohibitive to maintain.

#### 2008 Ford Escape; Unit # 582 (VIN No. 1FMCU03148KD90621)

This marked patrol unit has reached the end of its functional life. It is 13 years old and has become cost prohibitive to maintain.

## **BACKGROUND**

On October 23, 2012, the City Council adopted resolution 2012-083 establishing a policy for the disposition of surplus City property, junk material, and scrap metal.

## **FISCAL IMPACT**

Revenues generated from the sale of surplus property will revert back to the appropriate City Department funds.

## **ATTACHMENTS**

Resolution 2021-004

**RESOLUTION NO. 2021-004**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REEDLEY  
DECLARING THE FOLLOWING EQUIPMENT AND VEHICLES AS  
SURPLUS**

BE IT RESOLVED by the City Council of the City of Reedley as follows:

1. That the following City of Reedley vehicles and equipment are hereby declared as surplus:

- Tornado Surface Aspirating Aerator- 2 Units  
Two (2) 1996 Model No. A981A each with 15 HP- 3 Phase: 60 Hz-  
1765 rpm motors.
- 2008 Ford Escape; Unit #581  
VIN No. 1FMCU03198KD05644
- 2008 Ford Escape; Unit #582  
VIN No. 1FMCU03148KD90621

2. That the Purchasing Manager, or designee, is hereby authorized to proceed with public surplus of these items to the best advantage for the City of Reedley.

The foregoing resolution is hereby approved on February 23, 2021 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

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Mary Fast, Mayor

ATTEST:

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Ruthie Greenwood, City Clerk



## ***REEDLEY CITY COUNCIL***

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- Consent
- Regular Item
- Workshop
- Closed Session
- Public Hearing

ITEM NO: 6

**DATE:** February 23, 2021

**TITLE:** WORKSHOP ON CALPERS' STATUS AND IMPACTS TO THE CITY OF REEDLEY

**APPROVED:** Nicole R. Zieba  
City Manager

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There are no materials for this item. No action will be taken.

Minutes  
**COMMUNITY SERVICES COMMISSION**  
Thursday, October 29, 2020

A regular meeting of the Community Services Commission was called to order at 4:33 p.m. by Stephen Penner, Chairperson, in the Redwood Room at the Reedley Community 100 N. East Ave, Reedley, California 93654.

1. **ROLL CALL AND INTRODUCTION OF GUESTS**
  - A. Commissioners Present: Stephen Penner, Chairperson; Tom Brandt, Vice Chairperson; Angelina Rodriguez; Shirley Ito; Darren Minami (arrived at 4:36)
  - B. Commissioners Absent: Maria Rodriguez
  - C. Youth Representatives: Present – Emily Medina Delgado; Adeline Villarreal
  - D. Staff Present: Sarah Reid, Community Services Director; Kayla Cheney, Administrative Assistant; Madison Mitchell, Recreation Coordinator; Jesus Rodriguez, Recreation Coordinator
  - E. Others Present: Mark Luzania, Pete Perez, Darleen Toevus, Liz Defore & John Defore
  
2. **APPROVAL OF MINUTES**  
It was moved by Commissioner Ito, seconded by Commissioner Brandt that the minutes of August 27, 2020 be approved. The motion carried.
  
3. **PUBLIC DISCUSSION – None.**
  
4. **ORAL AND WRITTEN COMMUNICATIONS**
  - A. Reid handed out to the Commission two flyers for the November-December months. One flyer for the Senior Fall Programs. The second flyer was for the Recreation Programs being offered. Reid stated staff approached the Leisure Guide with a new strategy. Usually a Leisure Guide is created for a 6-month period, however considering Covid-19, future programs are hard to foresee. 2-month flyers will be the approach moving forward.
  
5. **UNFINISHED BUSINESS**
  - A. **Reedley River Park Safety**  
Reid stated from the last Commission meeting there were 6 major idea that were brought to light in regards to safety on the Kings River. Staff is meeting with Sierra Kings Health District next week to discuss funding to support low income swim lessons. Townsend is also looking into funding sources for swim lessons. The goal is to offer free swim lessons in the summer of 2021. The City of Reedley is working with Kings River Conservancy to design interpretive signage. They have a graphic designer who is willing to create these signs using the ideas we have identified. Staff has met with this group and the design is underway. Once the interpretive signs are created outreach and education materials will be developed around this as well as the City Website. The concern for risk and liability around the lifejacket program is still being investigated. At this point the City is not moving forward with lifejackets

Minutes  
**COMMUNITY SERVICES COMMISSION**  
Thursday, October 29, 2020

however, "lifejackets recommended" will be added to the interpretive signage due to this ordinance Chapter 13.60 – Special Rules for the use of waters of the Kings River. 13.60.045 swimming regulated. Where swimming or the use of a swimming aid is not prohibited by Section 13.60.040, it is unlawful to swim or use a swimming aid upon such portions of the Kings River without wearing a coast-guard-approved personal floatation device. (Ord. 0-83-004, 3). Commissioner A. Rodriguez asked by adding the additional verbiage of "lifejackets recommended" are we misleading the public. "Lifejackets required" seems more accurate. Unfortunately, a buoy to identify swimming area seemed like a good suggestion, this will not work in a river with moving water. The shifting of the current will change the depth quickly and make it impossible to ensure a safe swimming area. A throw out buoy is still being considering, this may be something we test out for a season. Commissioner A. Rodriguez would like for there to be a segment in the newsletter/water bills that goes out to the public during the busy summer months informing the public of the danger that the Kings River can be.

**B. Statewide Park Development and Community Revitalization Program  
Round 4 Camacho Park Rehabilitation Project**

There was a total of two public meetings, Thursday, October 22 at 6:30pm via zoom and Saturday, October 24 at 10:00am at Camacho Park. There were 8 participants that joined the zoom and 12 participants that attend the meeting in person. Reid stated this is the same grant that the City went after in 2019 but was unsuccessful. The single stall restroom on the softball side has been removed. The designated location had a main sewer line located under it. It is not feasible to move this. Reid shared in one of the Public meeting an individual stated that the marquee would receive more attention if moved to the Town & Country parking lot. Reid discussed this with the grant writer and funds may only support items in the park space. Commissioner Ito stated she loves the marquee, murals and entrance into Camacho Park. Commissioner A. Rodriguez stated she is excited about the project and the opportunity to have another chance at this grant opportunity. Commissioner Penner stated the marquee is important and the walking trail is key. J. Defore shared with the Commission that upgrading this park will lift the community up. It will show this part of town that they have not been forgotten. Reid stated one participant recommended doing movies in the park which would be a great idea! It was moved by Commissioner A. Rodriguez, seconded by Commissioner Brandt. The motion carried to take the application to Council November 10<sup>th</sup>.

Minutes  
**COMMUNITY SERVICES COMMISSION**  
Thursday, October 29, 2020

6. **NEW BUSINESS**

**A. Recommendation for Coach of the Year –**

Recreation Coordinator Rodriguez presented a recommendation for Coach of the Year to the Commission. Rodriguez stated this coach is very involved and goes above and beyond. He teaches life skills that go beyond sports. Rodriguez recommended coach Ramon Romero. Reid stated this coach was nominated back in 2016 and being COVID-19 happened a lot of sporting events did not take place this year, so unfortunately less coaches were needed. A Rodriguez stated this coach gave his time and effort and tried to make a situation normal doing these uncertain times. Motion by Commissioner A. Rodriguez, seconded by Commissioner Ito to select Ramon Romero as Coach of the Year. Motion carried.

**B. Recommendation of Community Recreation Grants –**

Three applications were received, all applications had a representative which is required for the application to be considered. Luzania for Reedley River City Theatre Company, Perez for Parks and Recreation Foundation and Toevus for RHS Parents for a Sober Graduation. A total of \$1050 is available. Each application was asked to tell a little about what they need and will use the grant money for. Parks and Recreation plans to use the grant money on the trail for a monument in honor of Dale Melville. RHS Parents for a Sober Graduation plans to use the money for t-shirts for the 460 seniors graduating in 2021. Luzania plans to use the money towards a show. Reedley River City Theatre stated shows cost between 4500-8000 to put on. Reid stated that although a requirement of the Community Recreation Grants is a physical application and a representative to attend, Reid asked the Commission if they would consider recommending a \$350 to the Reedley Boys and Girls Club. The club operates out of the Reedley Community Center. The annual fundraiser is virtual so the City can not support through attending. Reid shared the \$350 she will locate out of the CSD budget if the Commission approves. Motion by Commission Brandt, seconded by Commission Ito to recommend awarding grants as follows;

- \$350 Reedley River City Theater Company
- \$350 Parks and Recreation Foundation
- \$350 RHS Parents for a Sober Graduation
- \$350 Reedley Boys and Girls Club

Motion carried.

7. **YOUTH REPRESENTATIVES REPORTS**

- A. Emily Medina Delgado – Volunteered at the Fresno Fair Eat passing out maps and menus. Medina helped raise money for candy for the Reedley Senior Citizens Halloween drive thru event that was hosted at the Reedley Community Center.
- B. Adeline Villarreal –Started tennis. Villarreal stated she drove through the Reedley Fiesta parade which was a highlight of her weekend.

Minutes  
**COMMUNITY SERVICES COMMISSION**  
Thursday, October 29, 2020

8. STAFF REPORT

- A. Madison Mitchell, Recreation Coordinator-  
Mitchell Handed out a Holiday Decorating Contest flyer to the Commission stating this is a partnership with the Reedley Chamber of Commerce. Mitchell stated there will be a total of 6 prizes, 3 for residents and 3 for businesses. This contest is for the residents and businesses in the Reedley City limits. Reid stated we may need the help of the Commission to help judge the yard signs. Commission Minami stated it would be fun to have a social media fan favorite which would get the community involved. A. Rodriguez stated it would be fun to put a yard sign in the yards that applied for the contest. A. Rodriguez was curious if this is something affordable that could be done.

9. COMMISSIONER COMMENTS

- A. Commissioner A. Rodriguez  
Completed the fiesta walk with her husband. A. Rodriguez shared she enjoys following along with Jodi, Senior Coordinator for her Facebook Live cooking shows. The last cooking show receipt was delicious.
- B. Commissioner Ito  
Attended the Marjaree Mason domestic violence event and handed out pins to the Commission. Ito stated she participated in the Fiesta festivities and everything was great!
- C. Commissioner Brandt  
Emphasized moving the Christmas tree to the park is a great idea! Commissioner Brandt expressed that he is excited for the Camacho Park Revitalization Project. This project is very necessary.
- D. Commissioner Penner  
Expressed he is excited for the Camacho Park Revitalization Project, hopefully our application is selected!

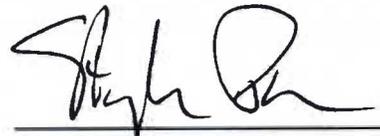
10. ADJOURNMENT

As there was no further business to discuss, the meeting was adjourned at 6:03 p.m.

Respectfully submitted,

  
\_\_\_\_\_  
Kayla Cheney, Administrative Assistant

  
\_\_\_\_\_  
Sarah Reid, Community Services Director

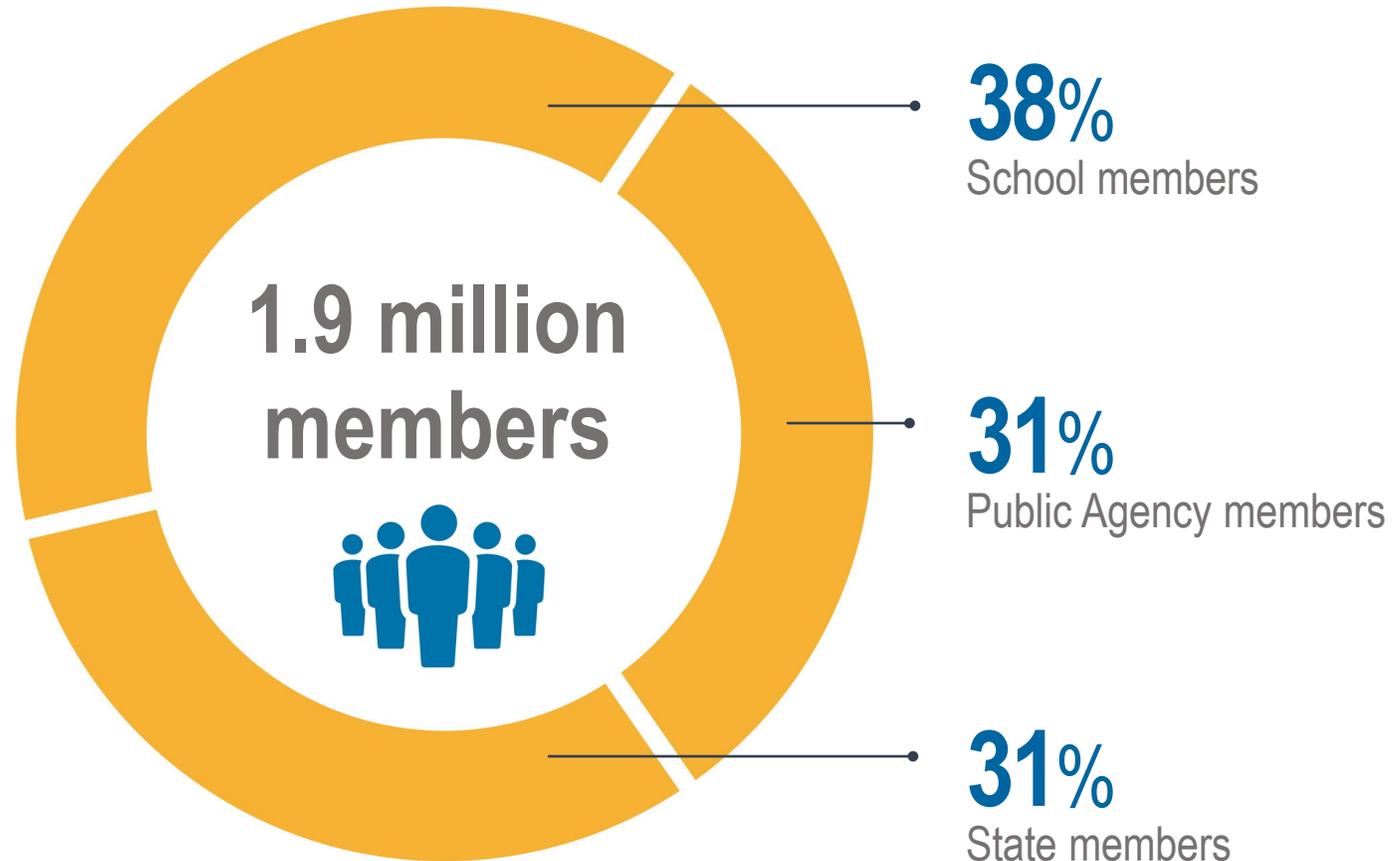
  
\_\_\_\_\_  
Stephen Penner, Chairperson

# *CalPERS Update & Discussion*

February 23, 2021

# CalPERS Membership

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# Functions In Pension Decision-Making

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## CalPERS Board

- Fiduciary obligation
- Set risk tolerance
- Set investment asset allocation

## Legislature

- Set menu of pension benefit formulas
- Make and change pension laws
- Benefit design changes

## Employees

- Make contributions
- Select employer
- Collectively bargain salary and (optional) cost sharing

## CalPERS Staff

- Administer pensions
- Calculate pension costs
- Effectuate investment strategy

## Employers

- Select pension formulas
- Add optional provisions
- Set salaries
- **Make contributions**

## Courts

- Rule on legal questions of pension law

# CalPERS Recent & Historical Investment Performance

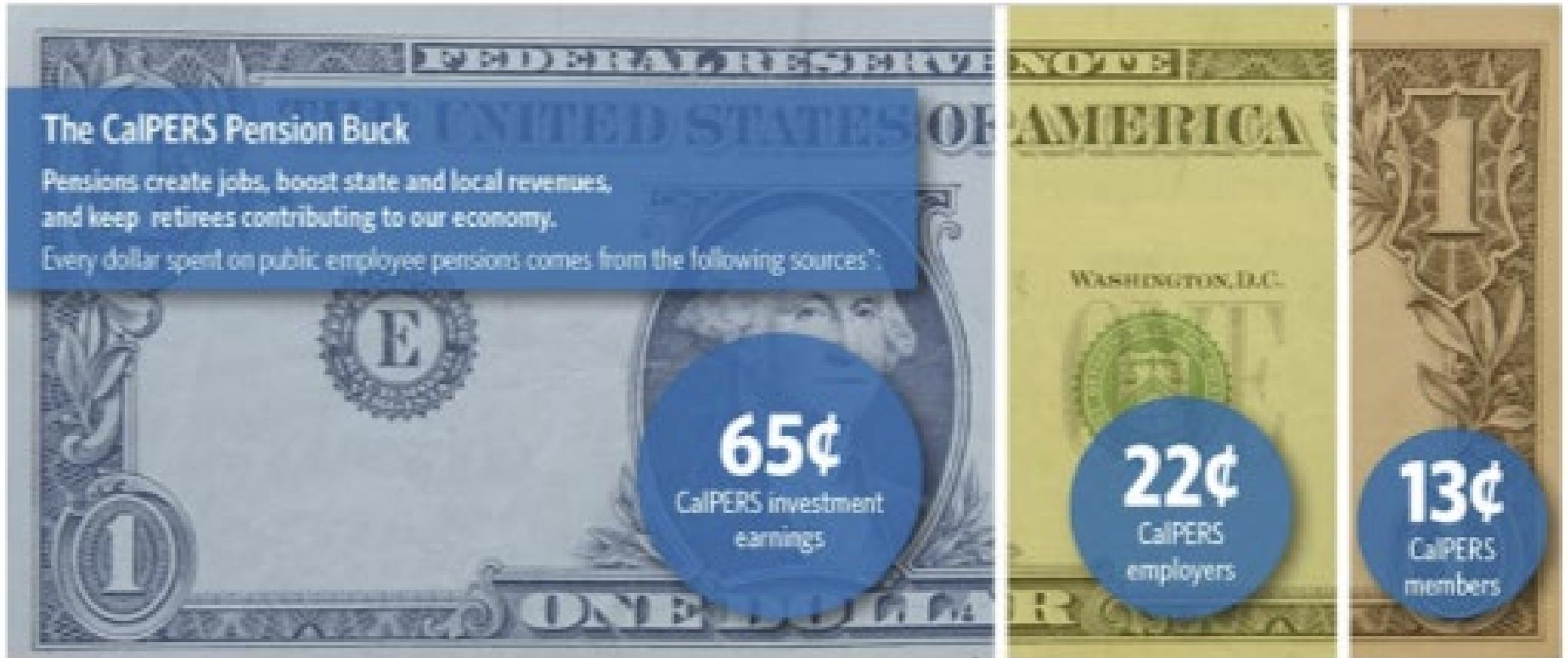
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**Current Fund Value \$397 billion~**

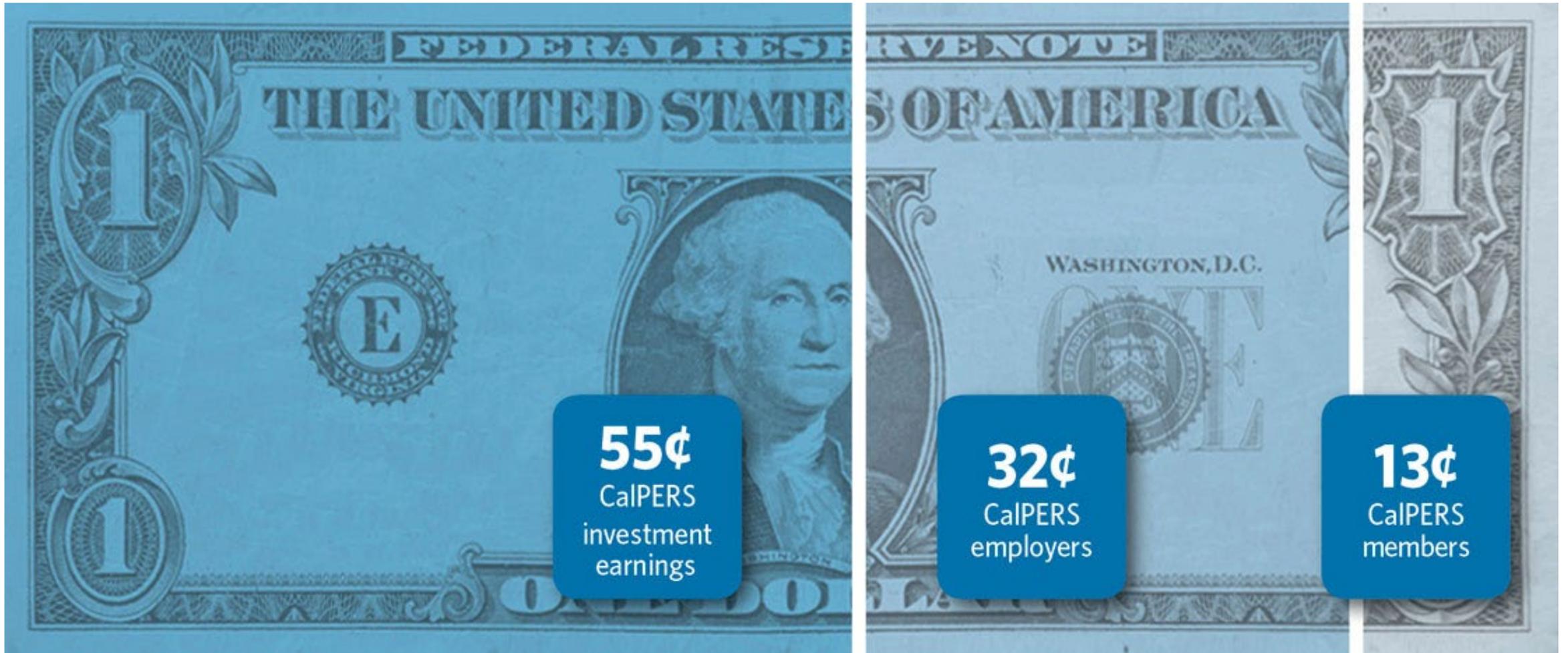


# How are Pensions funded? – The CalPERS ‘Pension Buck’

## As of June 30, 2015

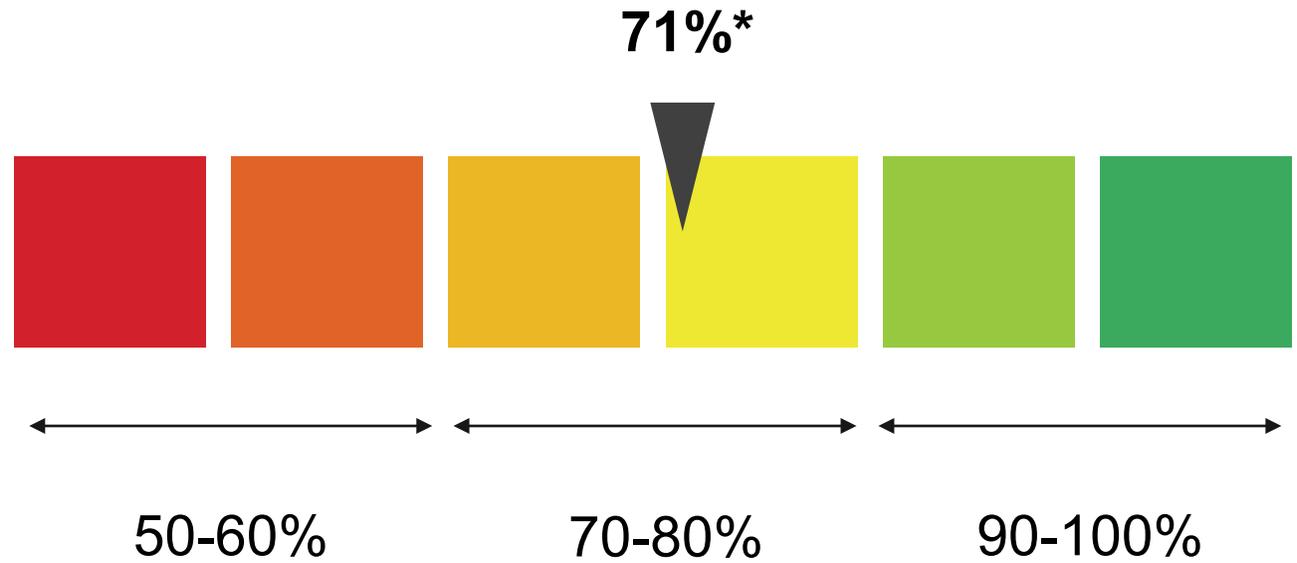


June 30, 2020





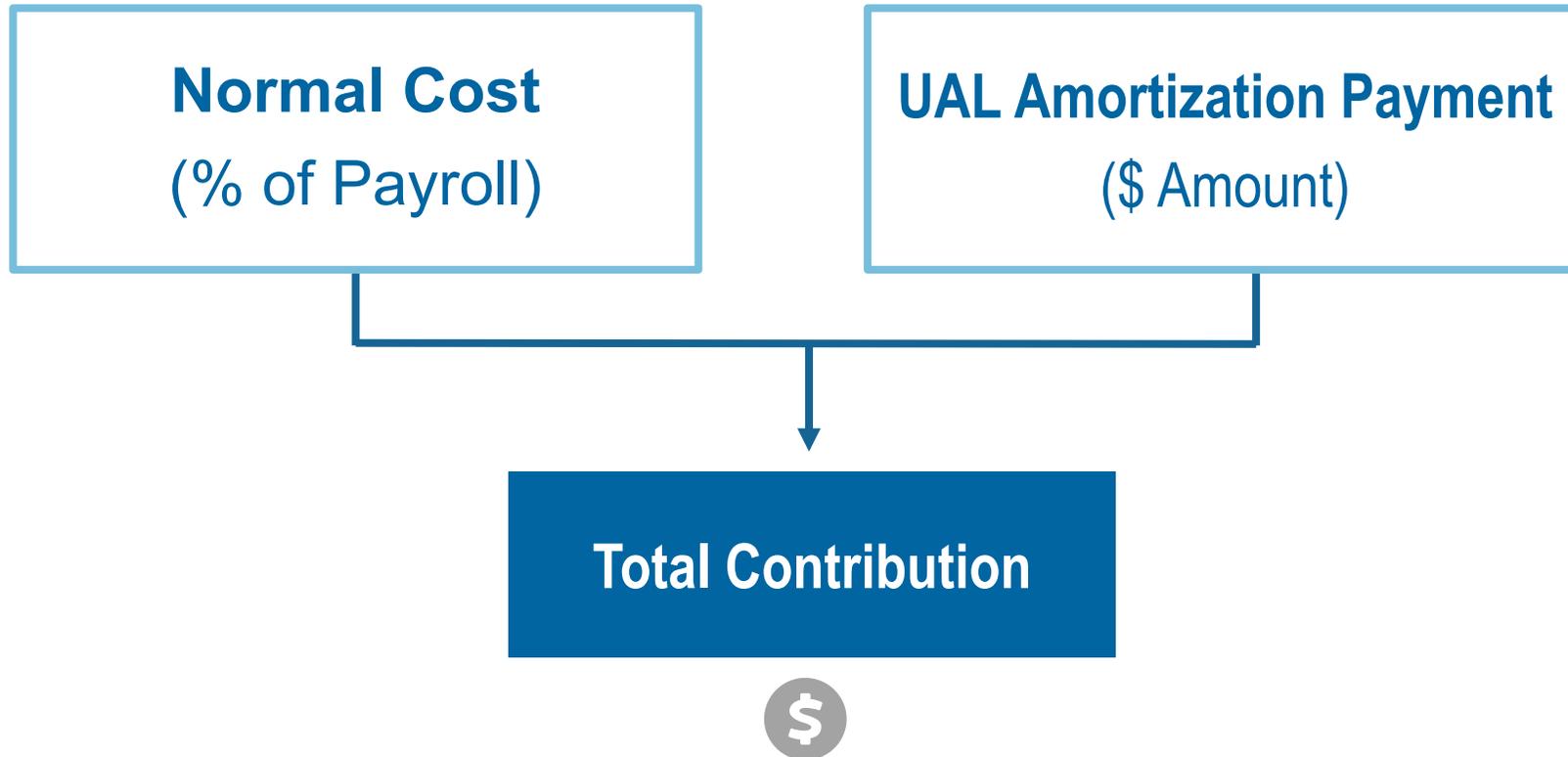
Funded status goal:  
**100%**



\* Based on a 7.0% discount rate

# City Pension Contribution Components

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# Unfunded Accrued Liability (UAL)

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<b>UAL</b>	=	<b>Accrued Liability</b>	-	<b>Market Value of Assets</b>
<b>\$15,125,410</b>	=	<b>\$57,409,687</b>	-	<b>\$42,284,277</b>
				<b>73.7% Funded</b>

# Reedley's UAL

(6) individual pension plans = (3) Classic + (3) PEPRA

<b>Classic Safety Police</b>	<b>Classic Safety Fire</b>	<b>Classic Miscellaneous</b>
<b>PEPRA Safety Police</b>	<b>PEPRA Safety Fire</b>	<b>PEPRA Miscellaneous</b>

Fiscal Year	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27
UAL Payment	\$ 1,038,713	\$ 1,218,611	\$ 1,349,500	\$ 1,431,800	\$ 1,518,000	\$ 1,562,300	\$ 1,603,400
% Change	15.2%	17.3%	10.7%	6.1%	6.0%	2.9%	2.6%

CalPERS Assumes 7.0% Investment Return (aka Discount Rate)

Actual Investment Return as of June 30, 2020 was 4.7%

# Required Contribution is the Minimum Payment

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- Agencies are required to make minimum annual payments on the UAL
  - City prepays the minimum annual payment which saves 3.55%
  - Has never prefunded pension liability
- Unfunded accrued liability is long-term debt
  - Reported on City financial statements as net pension liability
- Interest rate charged on UAL = Discount rate
  - Currently 7.0%

# Principles of Paying Down Debt

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- Basic Financial Principle – pay down most costly debt first
- Government Finance Officers Association (GFOA)
  - Every agency should have a funding policy
  - Provide assurance that benefits will be funded equitably and sustainably
  - Handle UAL paydown in a systematic way

# Options for Accelerating the Funding of a Plan

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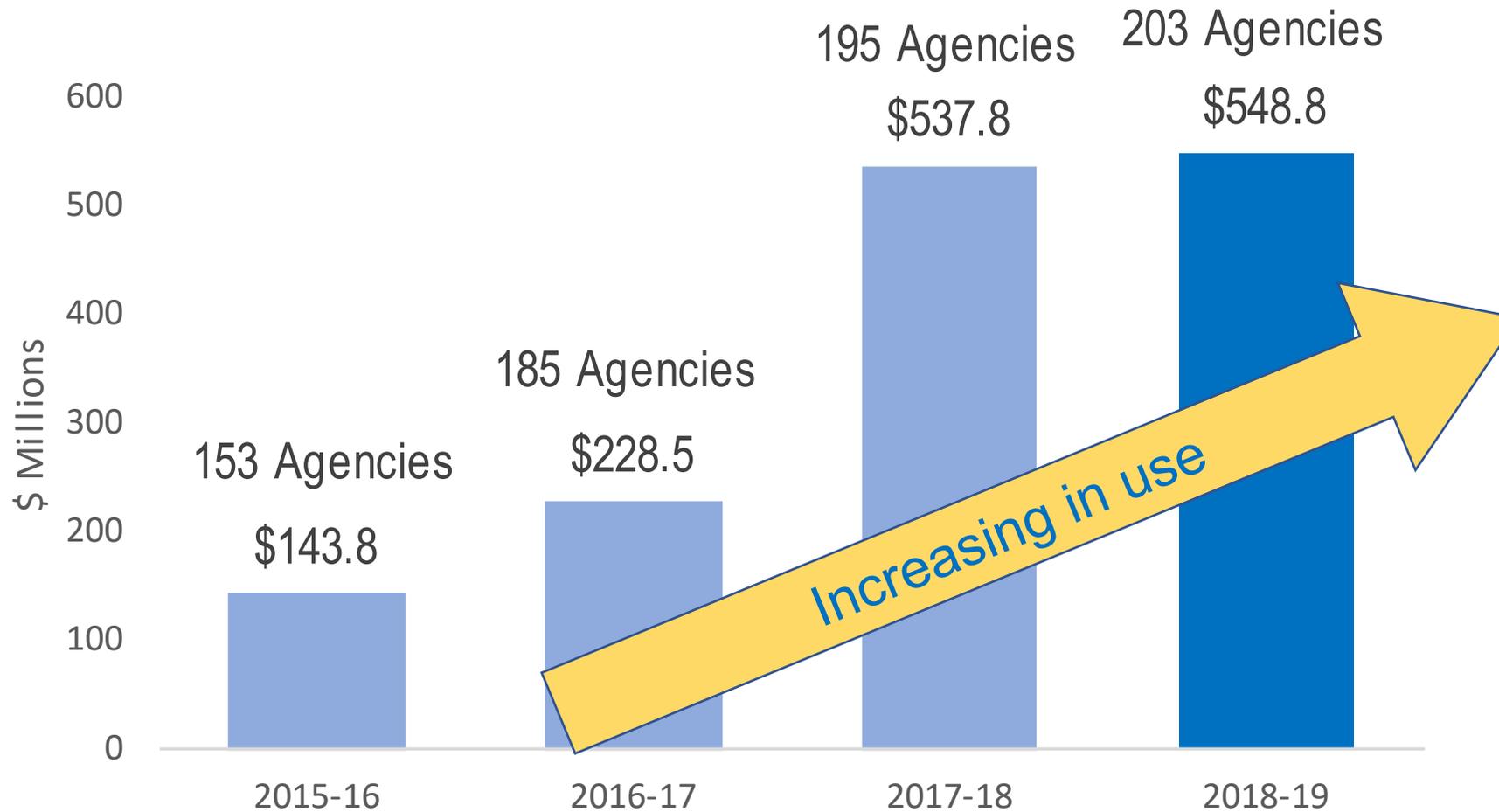
**Fresh Start**

Full or partial

**Additional  
Discretionary  
Payments**

**IRS Section 115  
Trusts**

# ADPs in Practice



# Additional Discretionary Payments (ADPs)

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- Saves money by reducing future interest payments
- Ad hoc basis: ADPs allow maximum flexibility
  - Similar to current pre-funding strategy for OPEB (retiree medical)
- Savings strategies:
  - Short-term Savings: apply to shortest base
  - Long-term Savings: apply to longest base (**highest savings**)
- Achieve contribution stability
- Handles UAL paydown in a systematic way

# Hypothetical ADP Example for Reedley

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- \$900,000 from the General Fund
- Classic Safety Police, Classic Safety Fire, Classic Miscellaneous
- Allocate payment fairly based on plan enrollment and % funded from the General Fund:

Classic Miscellaneous Plan	\$ 565,714
Classic Safety Police & Fire Plans	<u>334,286</u>
	\$ 900,000

# \$565,714 to Classic Miscellaneous Plan

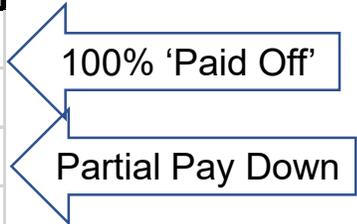
Classic Miscellaneous Amortization Bases			
Order of Payoff	Base Name and FULL/PARTIAL Payoff	Balance as of June 30, 2021	Remaining Period
1	Non-Investment (Gain)/Loss 2018	\$ 144,257	29
2	Investment (Gain)/Loss 2016	\$ 1,851,720	27
3	Investment (Gain)/Loss 2015	\$ 1,505,607	26
4	Non-Investment (Gain)/Loss 2014	\$ 2,525	25
5	Investment (Gain)/Loss 2013	\$ 2,927,051	24
6	Non-Investment (Gain)/Loss 2019	\$ 143,807	20
7	Investment (Gain)/Loss 2019	\$ 137,140	20
8	Method Change 2018	\$ 282,777	19
9	Assumption Change 2018	\$ 1,034,017	19
10	Assumption Change 2017	\$ 646,951	18
11	Assumption Change 2016	\$ 553,664	17
12	Share of Pre-2013 Pool UAL 2013	\$ 1,808,764	16
13	Assumption Change 2014	\$ 1,350,183	15
14	Side Fund 2014	\$ 1	0

100% 'Paid Off'

Partial Pay Down

# \$306,429 to Classic Safety Police Plan

Classic Safety Amortization Bases			
Order of Payoff	Base Name and FULL/PARTIAL Payoff	Balance as of June 30, 2021	Remaining Period
1	Non-Investment (Gain)/Loss 2018	\$ 93,560	29
2	Non-Investment (Gain)/Loss 2017	\$ 15,889	28
3	Investment (Gain)/Loss 2016	\$ 1,160,570	27
4	Investment (Gain)/Loss 2015	\$ 926,462	26
5	Non-Investment (Gain)/Loss 2014	\$ 19,328	25
6	Investment (Gain)/Loss 2013	\$ 1,913,170	24
7	Non-Investment (Gain)/Loss 2019	\$ 106,392	20
8	Investment (Gain)/Loss 2019	\$ 86,887	20
9	Method Change 2018	\$ 171,840	19
10	Assumption Change 2018	\$ 766,177	19
11	Assumption Change 2017	\$ 507,916	18
12	Assumption Change 2016	\$ 377,728	17
13	Share of Pre-2013 Pool UAL 2013	\$ 1,201,853	16
14	Assumption Change 2014	\$ 986,848	15
15	Side Fund 2014	\$ 861,528	6



# \$27,857 to Classic Safety Fire Plan

Classic Fire Amortization Bases			
Order of Payoff	Base Name and FULL/PARTIAL Payoff	Balance as of June 30, 2021	Remaining Period
1	Non-Investment (Gain)/Loss 2018	\$ 5,268	29
2	Non-Investment (Gain)/Loss 2017	\$ 899	28
3	Investment (Gain)/Loss 2016	\$ 86,962	27
4	Investment (Gain)/Loss 2015	\$ 67,586	26
5	Non-Investment (Gain)/Loss 2014	\$ 1,103	25
6	Investment (Gain)/Loss 2013	\$ 37,447	24
7	Non-Investment (Gain)/Loss 2019	\$ 6,329	20
8	Investment (Gain)/Loss 2019	\$ 6,258	20
9	Method Change 2018	\$ 9,700	19
10	Assumption Change 2018	\$ 44,181	19
11	Assumption Change 2017	\$ 29,549	18
12	Assumption Change 2016	\$ 24,313	17
13	Share of Pre-2013 Pool UAL 2013	\$ 8,383	16
14	Assumption Change 2014	\$ 58,167	15
15	Side Fund 2014	\$ 1	0

100% 'Paid Off'

Partial Pay Down

# Maximize Overall Savings Approach

<b>Plan</b>	<b>Allocation</b>	<b>Overall Savings</b>	<b>First 3-Years Combined Contribution Savings</b>
Miscellaneous	\$ 565,714	\$ 745,306	\$ 97,289
Fire	27,857	35,106	4,885
Safety	<u>306,429</u>	<u>408,543</u>	<u>51,281</u>
<b>Total ADP Payment</b>	<b>\$ 900,000</b>	<b>\$ 1,188,955</b>	<b>\$ 153,455</b>
	<i>Savings is based upon Longest to Shortest target approach</i>		

# Maximize Short-Term Budget Savings Approach

<b>Plan</b>	<b>Allocation</b>	<b>Overall Savings</b>	<b>First 3-Years Combined Contribution Savings</b>
Miscellaneous	\$ 565,714	\$ 311,183	\$ 175,393
Fire	27,857	15,322	8,636
Safety	<u>306,429</u>	<u>68,465</u>	<u>179,822</u>
<b>Total ADP Payment</b>	<b>\$ 900,000</b>	<b>\$ 394,970</b>	<b>\$ 363,851</b>
	<i>Savings is based upon Shortest to Longest target approach</i>		

# Pension Funding Policy

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- Flexibility: Agency can budget for any payment structure
  - Level annual payments
  - % of contributions
  - Gradually increasing payments
  - Gradually decreasing payments
- City currently pre-funds 25% of budgeted retiree medical premiums
  - Instrumental in making progress on financial sustainability of the plan

# Next Steps

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- ADPs allows agency to budget contributions in advance from available funding
  - Similar to City's approach to funding the General Fund Reserve
- Reduces future contribution increases from actuarial experience, investment shortfalls or assumption changes
- Make hay while the sun shines – what will this mean for Reedley 5 or 10 years from now?
- **Significant savings are possible**
- **Evaluate available funds during the FY 2021-22 Budget Process**