



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.**

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 SEPT. 4, 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

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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.

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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

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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 therefrom, 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.

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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

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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.

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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,

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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

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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.

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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

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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

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REEDLEY AND 4LEAF, INC.**

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 9th Street

Reedley, CA 93654

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

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



Nicole Zieba, City Manager

CONSULTANT



Kevin J. Duggan, President

Approved as to Form:

EXHIBIT A SCOPE OF SERVICES

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

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

EXHIBIT B FEE SCHEDULE

Plan Check Percentages:

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