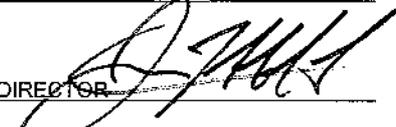


June 5, 2014

FROM: Department of Public Utilities
BY: JERRY L. SCHUBER SR., Assistant Director
Department of Public Utilities 

SUBJECT: Authorize the Director of Public Utilities or designee to negotiate and enter into an agreement not to exceed \$60,000 with George Slater, dba GWS Consulting, for the maintenance and EPA oversight of the City of Fresno Closed Sanitary Landfill without advertised competitive bidding (Sole-Source)

AGENDA ITEM NO.	1B
COUNCIL MEETING	06/05/14
APPROVED BY	
DEPARTMENT DIRECTOR	
CITY MANAGER	

RECOMMENDATION

Staff recommends City Council approve a consultant agreement in the amount of \$60,000 with GWS Consulting, a sole proprietorship and George Slater, collectively referred to as "Consultant".

EXECUTIVE SUMMARY

The Department of Public Utilities Solid Waste Management Division is seeking Council approval of the Consultant agreement for a (liaison consultant) at the City's landfill to oversee daily activities and report oversight to the City of Fresno and the City's Landfill Engineering Consultant, CDM Smith.

BACKGROUND

The City closed its landfill in 1987. Under EPA oversight Mr. Slater was part of a team of City employees that managed the water methane and regional park, Landfill Closure projects which began in 2000. He has remained on staff as the Solid Waste Management Division's appointed EPA liaison providing quarterly reports and attending meetings with the City's Landfill Closure engineering consultant, CDM Smith. Due to Mr. Slater's experience in this area gained thru the landfill closure and the follow-up remediation projects we recommend that he be retained as a liaison consultant.

The City Attorney's Office has reviewed and approved as to form the proposed Agreement.

ENVIRONMENTAL FINDINGS

By the definition provided in the California Environmental Quality Act Guidelines Section 15378, the award of this contract does not qualify as a "project" and is therefore exempt from the California Environmental Quality Act requirements.

REPORT TO THE CITY COUNCIL

Negotiate Agreement with George Slater dba GWS Consulting for EPA oversight of the Landfill

June 5, 2014

Page 2

FISCAL IMPACT

The agreement has no fiscal impact on the General Fund. The funding for the services is appropriated in the Department of Public Utilities/Solid Waste Management's FY15 budget.

Attachment:
Consultant Agreement



DEPARTMENT OF PUBLIC UTILITIES
ADMINISTRATION DIVISION
MEMORANDUM



Providing Life's Essential Services

DATE: May 27, 2014

TO: BRUCE A. RUDD, City Manager
City Manager's Office

FROM: JERRY L. SCHUBER SR., Assistant Director
Department of Public Utilities

A handwritten signature in black ink, appearing to read "JLS", enclosed in a circular scribble.

SUBJECT: Award the Sole Source agreement for consultant services
George Slater, dba GWS Consulting, for the maintenance and
EPA oversights of the City of Fresno Closed Sanitary landfill
without advertised complete bidding

Staff recommends that the City Council award the sole consultant agreement in the amount of \$60,000 with GWS Consulting, a sole proprietorship and George Slater, collectively referred to as "Consultant".

The Department of Public Utilities Solid Waste Management Division is seeking Council approval of the Consultant agreement for a (liaison consultant) at the City's landfill to oversee daily activities and report oversight to the City of Fresno and the City's Landfill Engineering Consultant, CDM Smith.

The City closed its landfill in 1987. Under EPA oversight Mr. Slater was part of a team of City employees that managed the water methane and regional park, Landfill Closure projects which began in 2000. He has remained on staff as the Solid Waste Management Division's appointed EPA liaison providing quarterly reports and attending meetings with the City's Landfill Closure engineering consultant, CDM Smith. Due to Mr. Slater's experience in this area gained thru the landfill closure and the follow-up remediation projects we recommend that he be retained as a liaison consultant.



A Nationally Accredited Public Utility Agency

AWARD THE SOLE SOURCE

May 27, 2014

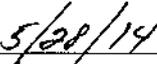
Page 2 of 2

APPROVE REQUEST

DENY REQUEST



BRUCE A. RUDD, City Manager



Date

AGREEMENT WITH
CITY OF FRESNO, CALIFORNIA
FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into effective the 1st day of July, 2014, by and between the CITY OF FRESNO, a California municipal corporation (hereinafter referred to as "CITY"), and GWS CONSULTING, A Sole Proprietorship and GEORGE SLATER (collectively referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain professional landfill consulting services for ongoing and new Public Utilities projects ("Project");

WHEREAS, CONSULTANT is engaged in the business of furnishing such services and hereby represents that he desires to and is professionally and legally capable of performing the services called for by this Agreement;

WHEREAS, CONSULTANT acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for CITY by its Public Utilities Assistant Director ("Administrator") or his/her designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY the services described in **Exhibit "A"**, including all work incidental to, or necessary to perform such services even though not specifically described in **Exhibit "A"**.

2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect through June 30th, 2015, subject to any earlier termination in accordance with the terms of this Agreement. The services of CONSULTANT as described in **Exhibit "A"** are to commence upon the Effective Date and shall be performed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit "A"**.

3. Compensation.

a) CONSULTANT's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$60,000, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit "A"**.

b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of CITY business. CITY shall not

be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

c) The parties may modify this Agreement by mutual consent, to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to CONSULTANT's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. CONSULTANT shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination Remedies and Force Majeure.

a) This Agreement shall terminate without any liability of CITY to CONSULTANT upon the earlier of: (i) CONSULTANT's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; (ii) 7 calendar days prior written notice with or without cause by CITY to CONSULTANT; (iii) CITY's non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. This Agreement shall terminate without any liability to the CONSULTANT in the even that CITY fails to pay for satisfactory services rendered by the COLSULTANT.

b) Immediately upon any termination or expiration of this Agreement, CONSULTANT shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred after the termination notice, which reasonably could have been avoided.

c) In the event of termination due to failure of CONSULTANT to satisfactorily perform in accordance with the terms of this Agreement, CITY may withhold an amount that would otherwise be payable as an offset to, but not in excess of, CITY's damages caused by such failure. In no event shall any payment by CITY pursuant to this Agreement constitute a waiver by CITY of any breach of this Agreement which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to CITY with respect to the breach.

d) Upon any breach of this Agreement by CONSULTANT, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

e) CONSULTANT shall provide CITY with adequate written assurances of future performance, upon Administrator's request, in the event CONSULTANT fails to comply with any terms or conditions of this Agreement.

f) CONSULTANT shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of CONSULTANT and without its fault or negligence such as, acts of God or the public enemy, acts of CITY in its contractual capacity, fires, floods, epidemics, quarantine, restrictions, strikes, unusually severe weather, and delays of common carriers. CONSULTANT shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

a) Any reports, information, or other data prepared or assembled by CONSULTANT pursuant to this Agreement shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, CONSULTANT shall not, without the prior written consent of CITY, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of CITY, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in CITY.

b) Any and all writings and documents prepared or provided by CONSULTANT pursuant to this Agreement are the property of CITY at the time of preparation and shall be turned over to CITY upon expiration or termination of the Agreement. CONSULTANT shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

c) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 5.

d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as CONSULTANT represents to CITY that CONSULTANT and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, CITY relies upon the skill of CONSULTANT and any subcontractors to do and perform such services in a skillful manner and CONSULTANT agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by CITY shall not operate as a release of CONSULTANT or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement.

If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. 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 "B"** or as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated in **Exhibit "B"** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

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. The 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.

c) The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

d) Upon request of CITY, CONSULTANT shall immediately furnish CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide insurance protection in favor of CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with CONSULTANT and CITY prior to the commencement of any services by the subcontractor.

9. Conflict of Interest and Non-Solicitation

a) Prior to CITY's execution of this Agreement, CONSULTANT shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit "C"**. During the term of this Agreement, CONSULTANT shall have the obligation and duty to immediately notify CITY in writing of any change to the information provided by CONSULTANT in such statement.

b) CONSULTANT shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of CITY, CONSULTANT shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, CONSULTANT and the respective subcontractor(s) are in full compliance with all laws and regulations. CONSULTANT shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, CONSULTANT shall immediately notify CITY of these facts in writing.

c) In performing the work or services to be provided hereunder, CONSULTANT shall not employ or retain the services of any person while such person either is employed by CITY or is a member of any CITY council, commission, board, committee, or similar CITY body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

d) CONSULTANT represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

e) Neither CONSULTANT, nor any of CONSULTANT's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. CONSULTANT and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in

accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, CONSULTANT shall remain responsible for complying with Section 8(b), above.

f) If CONSULTANT should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, CONSULTANT shall include the provisions of this Section in each subcontract and require its subcontractors to comply therewith.

g) This Section shall survive expiration or termination of this Agreement.

10. Recycling Program. In the event CONSULTANT maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, CONSULTANT at its sole cost and expense shall:

a) Immediately establish and maintain a viable and ongoing recycling program, approved by CITY's Solid Waste Management Division, for each office and facility. Literature describing CITY recycling programs is available from CITY's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

b) Immediately contact CITY's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.

c) Cooperate with and demonstrate to the satisfaction of CITY's Solid Waste Management Division the establishment of the recycling program in paragraph(i)above and the ongoing maintenance thereof.

11. General Terms.

a) Except as otherwise provided by law, all notices expressly required of CITY within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or his/her designee.

b) Records of CONSULTANT's reimbursable expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to CITY or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to CITY until such action is resolved, or until the end of said time period whichever shall later occur. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 10 (b) shall survive expiration or termination of this Agreement.

c) Prior to execution of this Agreement by CITY, CONSULTANT shall have provided evidence to CITY that CONSULTANT is licensed to perform the services called for by this Agreement (or that no license is required). If CONSULTANT should subcontract all or any portion of the work or services to be performed under this Agreement, CONSULTANT shall require each subcontractor to provide evidence to CITY that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. 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. Subject to the foregoing and during performance of this Agreement, CONSULTANT agrees as follows:

a) CONSULTANT will comply with all applicable laws and regulations providing that no person shall, on the grounds 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 be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

b) CONSULTANT will not discriminate against any employee or applicant for employment because 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. CONSULTANT shall ensure that applicants are employed, and the employees are treated during employment, without regard to their 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. Such requirement shall apply to CONSULTANT's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

c) CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of CONSULTANT in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to 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.

d) CONSULTANT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONSULTANT's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall cause each subcontractor to also comply with the requirements of this Section 11.

13. Independent Contractors.

a) 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.

b) This Agreement does not evidence a partnership or joint venture between CONSULTANT and CITY. CONSULTANT shall have no authority to bind CITY absent CITY'S express written consent. Except to the extent otherwise provided in this Agreement, CONSULTANT shall bear its own costs and expenses in pursuit thereof.

c) Because of its status as an independent contractor, CONSULTANT and its officers, agents and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

14. 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 to 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 the mailing thereof.

15. Binding. Subject to Section 15, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

16. Assignment.

a) 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 designee. Any attempted assignment by CONSULTANT, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

b) CONSULTANT hereby agrees not to assign the payment of any monies due CONSULTANT from CITY under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). CITY retains the right to pay any and all monies due CONSULTANT directly to CONSULTANT.

17. Compliance with Law. In providing the services required under this Agreement, CONSULTANT and CITY 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.

18. 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.

19. 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 the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. 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.

21. 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.

22. 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.

23. Attorney's 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 attorney's fees and legal expenses.

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

25. 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, and shall be null and void.

26. 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.

27. 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.

28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and CONSULTANT.

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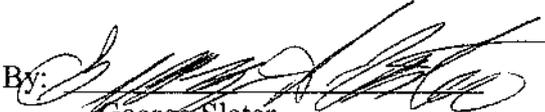
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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

GWS CONSULTING,
A Sole Proprietorship

By: _____
Jerry Schuber
Assistant Director of Public Utilities

By: 
George Slater

Title: _____
(if corporation or LLC, Board
Chair, Pres. or Vice Pres.)

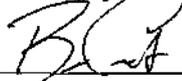
ATTEST:

YVONNE SPENCE, CMC
City Clerk

By: _____
Deputy

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

APPROVED AS TO FORM:
City Attorney's Office

By:  _____ 5/21/14
Brandon M. Collet Date
Deputy City Attorney

Addresses:

CITY:
City of Fresno
Attention: Jerry L. Schuber, Sr.,
Assistant Director
2600 Fresno St., Rm. 4019
Fresno, CA 93721
Phone: (559) 621-1801
FAX: (559) 266-1009

CONSULTANT:
GWS Consulting
Attention: George Slater, Owner
1436 W. Scott
Fresno, CA 93711
Phone: (559) 221-0134
FAX: (559) 221-0134

Attachments:

- 1. Exhibit A - Scope of Services
- 2. Exhibit B - Insurance Requirements
- 2. Exhibit C - Conflict of Interest Disclosure Form

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Exhibit B
INSURANCE REQUIREMENTS
Consultant Service Agreement between City of Fresno ("CITY")
and GWS Consulting, ("CONSULTANT")

Vendor shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by City of Fresno's ("City") Risk Manager or his/her designee. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the CITY, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured. The following policies of insurance are required:

(i) **PERSONAL AUTOMOBILE LIABILITY** insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) form CA 00 01 and shall include coverage for "owned auto" that is legally registered to Consultant with limits of liability of not less than \$300,000 per accident for bodily and property damage.

(ii) **WORKERS' COMPENSATION** insurance as required under the California Labor Code. **(Waived if Consultant is Sole Proprietor)**

Vendor shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and Vendor shall also be responsible for payment of any self-insured retentions.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker or agent of a notice of cancellation, non-renewal or reduction in coverage or limits, Vendor shall furnish City with a new certificate and applicable endorsements for such policy(ies). **In the event any policy(ies) are due to expire during the work to be conducted for the City, Vendor shall provide a new certificate and all applicable endorsements evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies).**

The Automobile Liability insurance policy shall name City of Fresno, its officers, officials, employees, agents and authorized volunteers as an additional insured. Vendor's insurance shall be primary as respects to the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents and volunteers shall be excess of the Vendor's insurance and not contribute with it. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to City, its officers,

officials, employees, agents and authorized volunteers (Not required if Consultant is sole proprietor). Vendor shall have furnished City with the certificate(s) and applicable endorsements for ALL required insurance seven (7) days prior to beginning the work for the City.

Vendor shall furnish City with copies of the actual policies upon the request of City's Risk Manager or his/her designee and this requirement shall survive completion of the work required under the Emergency Purchase Order.

If at any time during the work to be conducted for the City, Vendor fails to maintain the required insurance in full force and effect, the work shall be discontinued immediately 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.

NOTE: The back of the certificate of insurance states, **"If the certificate holder is an Additional Insured, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement"**. The back of the certificate of insurance also states, **"If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)."** A certificate of insurance **must** be accompanied by the additional insured and/or waiver of subrogation endorsements.

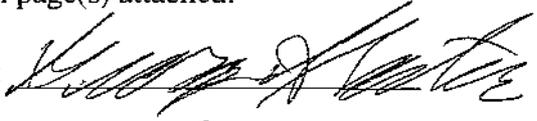
EXHIBIT "C"

CONFLICT OF INTEREST FORM

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?		X
2	Do you represent any firm, organization or person who is in litigation with the City of Fresno?		X
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?		X
4	Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?		X
5	Are you or any of your principals, managers or professionals related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?		X
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this project?		X
<p>• If the answer to any question is yes, please explain in full below.</p>			

Explanation:

Additional page(s) attached.

Signature: 

Date: 5.16.14

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General Endorsement

AAA Northern California, Nevada & Utah Insurance Exchange
P.O. 22221, Oakland, CA 94623-2221

TO BE COMPLETED WHEN THIS ENDORSEMENT IS ISSUED

ATTACHES TO AND FORMS A PART OF POLICY NUMBER
CAAS100092541
ENDORSEMENT EFFECTIVE DATE
06-30-2013
POLICY EXPIRATION
06-30-2014

TO

CITY OF FRESNO
2600 FRESNO STREET, RM 4019
FRESNO CA 93721

NAMED INSURED
GEORGE SLATER

The Policy identified above is changed only as follows:

1. The following person or organization:

Name: CITY OF FRESNO

Address: 2600 FRESNO STREET, RM 4019
FRESNO CA 93721

Will be considered an **insured person**, under and subject to the terms and conditions specified in Item 2 below.

2. For an additional premium, subpart (3) of the section entitled "ADDITIONAL DEFINITION USED IN THIS PART ONLY", under PART I – LIABILITY, COVERAGE A – LIABILITY COVERAGE, on page 4 of the Policy, is added to the Policy:
 - (3) any other person or organization with respect only to legal liability for acts or omissions of:
 - (a) any person covered under this Part while using **your insured car**, or
 - (b) **you** or any **relative** covered under this Part while using any **car** or **utility trailer** other than **your insured car** if the **car** or **utility trailer** is not owned or hired by that person or organization.
3. Prior to cancellation of this policy, **we** will give to the person or organization shown above 10 days' notice of cancellation for non-payment of premium, 20 days' notice of cancellation for any other reason or lapse of the Policy.
4. Terms in bold text are defined in the Policy. All other terms, conditions and exclusions of the Policy remain unchanged.



Confirmation of Liability Coverage

AAA Members Car Policy
AAA Northern California, Nevada & Utah Insurance Exchange
PO Box 22221, Oakland, CA 94623-2221

AUTO POLICY NUMBER	CAAS100092541
EFFECTIVE DATE	06 - 30 - 2013
EXPIRATION DATE	06 - 30 - 2014

NAME AND ADDRESS

CITY OF FRESNO
2600 FRESNO STREET, RM 4019
FRESNO CA 93721

Named Insured: GEORGE SLATER

The policy of automobile insurance includes the coverages and limits of liability as shown below. The policy will expire on the date shown unless canceled by the Insured or by the Exchange prior thereto.

DESCRIPTION OF AUTOMOBILE(S)		
MAKE	YEAR	VIN
JEEP	1998	1J4FY49S7WP774688

LIABILITY COVERAGES	
BODILY INJURY LIABILITY LIMITS OF LIABILITY Each Person / Each Occurrence	PROPERTY DAMAGE LIMIT Each Occurrence
500/500	100



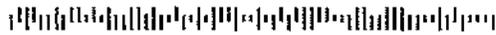
AAA Northern California, Nevada & Utah
Insurance Exchange
PO Box 22221
Oakland, CA 94623-2221

Automobile Policy Declarations

Please keep with your policy. See Important Notice on reverse.
For questions or changes call: (800) 922-8228



1. Name and Address of Insured



GEORGE SLATER
CAROLE SLATER
1436 W SCOTT AVE
FRESNO CA 93711-3005

POLICY INFORMATION	Declarations Type	Renewal Certificate	Process Date	05-31-2013
	Policy Number	CAAS100092541	Insured Since	2006
	Your Policy Period	From 06-30-2013 To 06-30-2014	12:01 A.M. Standard Time at the address of the Named Insured, but not prior to the time applied for or, if this is a replacement declaration, not prior to the time coverage change was requested. 12:01 A.M. Standard Time at the address of the Named Insured.	

Alternate Address: Retired Occupation: Retired Alternate Number: (559) 221-0134 Telephone Number: (559) 221-0134

VEHICLES	Item	Make	Model Yr	Body Type	Vehicle Identification No.	DRIVERS	Name	ADB?
	1	DODGE	2007	CREW PICKUP	3D7MX48A37G780556		GEORGE	Y
2	GMC	2002	WAGON 4 DOOR	1GKEC13T92J162252	CAROLE	Y		
3	JEEP	1998	WAGON 2 DOOR	1J4FY49S7WP774688				

Drivers do not necessarily correspond to principally operated vehicles.

COVERAGES/PREMIUMS	Coverage	Liability Limits		Item 1		Item 2		Item 3		Deductible	Premium		
		Each Person	Each Occurrence	Deductible	Premium	Deductible	Premium	Deductible	Premium				
	Bodily Injury	500,000	500,000		\$280		\$223		\$196				
	Medical Payments	5,000			\$32		\$38		\$50				
	Uninsured Motorists	500,000	500,000		\$88		\$74		\$66				
	Property Damage		100,000		\$200		\$157		\$118				
	Comprehensive	Actual Cash Value Less Deductible		100	\$82	100	\$61	100	\$72				
	Collision	Actual Cash Value Less Deductible		500	\$346	500	\$222	No Coverage					
	Enhanced Transportation Expense				\$28		\$28	No Coverage					
	All Risks	Actual Cash Value Less Deductible		No Coverage		No Coverage		No Coverage					
	TOTAL PREMIUM PER VEHICLE >										\$1,056	\$803	\$502
	* Automobile Death Benefits \$15,000 per driver listed with ADB coverage above												Premium \$8

Premium Summary CA Surcharge: \$0 **Total Premium: \$2,369.00**
This is not a bill.

CHANGES	Schedule of Changes

DISCOUNTS/MESSAGES	Item	Rated Driver	OSR	YOE	Prior Ann Miles	Future Ann Miles	Garage Zip	Vehicle Usage	Gender	Marital	See reverse for explanation of codes.
	1	GEORGE SLATER	0 Pt	\$7	7,000 Mi	93711	Pleasure	M	M		
2	CAROLE SLATER	0 Pt	\$3	9,000 Mi	93711	Pleasure	F	M			
3	Undesignated			7,000 Mi	93711	Pleasure					

Discounts:
Mature Driver: None. Multi Car: Item(s) 1, 2, 3.
Good Driver: Item(s) 1, 2, 3. New Driver: None.
Multi Policy home: Item(s) 1, 2, 3. Good Student: None.

LOSS PAYEE(S)
Rem 2: EECU
PO BOX 25273
FORT WORTH TX 76124

You may qualify for other products and discounts. For more info call your Insurance Agent
Silvana Bagdasaryan
+1 (559) 440-7263

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