

CITY OF BRAWLEY

REQUEST FOR PROPOSAL

COMPREHENSIVE USER AND REGULATORY MASTER FEE SCHEDULE
IMPLEMENTATION AND FULL COST ALLOCATION PLAN UPDATE



Proposal Release Date:
Thursday, November 10, 2022

Response Due:
Wednesday, December 21, 2022
5:00 P.M. (PDT)

Submit Responses Electronically To:
Thomas Garcia
tgarcia@brawley-ca.gov
and
Karla Romero
kromero@brawley-ca.gov

1. PURPOSE OF REQUEST FOR PROPOSALS AND GENERAL TERMS AND CONDITIONS

1.a. Purpose of Request for Proposal

The City of Brawley (City) invites qualified businesses (the Vendor) to submit proposals for a comprehensive cost of service and fee analysis of the City's user and regulatory fees, create a Master Fees Schedule (MFS), as well as conduct an annual MFS update one year after the comprehensive update is implemented; identify additional service fees charged by other surrounding cities that are not part of the City's existing MFS; and update the City's Full Cost Allocation Plan. The successful Vendor will be required to execute an agreement, which is substantially in the form as set forth in Attachment B.

Assumptions and Definitions

The following assumptions and definitions are used in preparing this document, and should be adopted in preparing responses:

- ☐ The term RFP (Request for Proposals) refers to this document and all of its attachments, including any materials from the City and relevant third parties.

- ☐ The term Proposal refers to the materials submitted in response to this RFP. The term Proposer refers to the billing vendor.

Responses will be evaluated based on the criteria outlined in this RFP. Any departure from the criteria must be clearly outlined (See Section 2 of Proposal Format).

1.b. Questions Regarding the RFP

The City will host a Zoom virtual one hour session on **Wednesday, November 30, 2022 from 9:00 AM to 10:00 AM** Pacific Standard Time to answer any questions from potential interested vendors.

This session is optional and may be attended using the following information:

Meeting ID – 821 7474 5573
Password - 627581

Any questions, interpretations, or clarifications, either administrative or technical, or contractual about this RFP must be requested via email by **Monday, December 12, 2022**.

Written questions and additional information may be obtained by contacting:

Karla Romero, Finance Director
kromero@brawley-ca.gov

1.c. Delivery of Proposals and Selection Process

To be considered responsive to this RFP, Proposer must submit proposals in the format identified in this section. If you or your company would like to be considered for this engagement, we invite your response due no later than **5 p.m. on Wednesday, December 21, 2022**. Late submission of responses shall not be considered. Submittal of

response shall only be accepted electronically by email. All other forms including (mail, fax, walk-in, etc.) are not acceptable.

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content. Proposed services and related pricing and warranties contained in the proposal must be valid for a period of 120 days after the submission of the proposal.

All proposals shall be submitted in two comprehensive PDF files by email only to:

tgarcia@brawley-ca.gov and

kromero@brawley-ca.gov

Document 1 – Technical Proposal

Document 2 – Price Proposal

A selection committee will evaluate, select, and recommend a proposal to the City Council. Following the notification of the selected vendor, a recommendation and proposed contract will be prepared for review and approval by the City Council at its **Tuesday, February 21, 2023** meeting.

1.d. Rejection, Property of Proposals, Proposer's Cost and Confidential Material

The City reserves the right without prejudice to reject any or all proposals submitted. During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from proposers, and to allow corrections of errors or omissions. At the direction of the City of Brawley, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Proposals become the property of the City and information contained therein shall become public property subject to disclosure laws after Notice of Intent to Award.

Submission of a proposal indicates acceptance by the individual or vendor of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the vendor selected. There is no expressed or implied obligation for the City to reimburse responding vendors for any expenses incurred in preparing proposals in response to this request.

Proposer must notify City in advance of any proprietary or confidential material contained in the proposal and provide justification for not making such material public. City shall have sole discretion to disclose or not disclose such material subject to any protective order which Proposer may obtain.

1.e. Cancellation

This solicitation does not obligate the City to enter into an agreement. The City will endeavor to administer the proposal process in accordance with the terms and dates outlined in this RFP, however, the City reserves the right to cancel, modify the activities,

timeline, or any other aspect of the process at any time, as deemed necessary by City staff.

1.f. Term of Engagement

It is the intent of the City to contract for the services presented herein for three years and four months (approximately from February 2023 through June 2026) with an option to extend for two (2) subsequent years. The additional two-year term is subject to the satisfactory negotiation of terms, including a price acceptable to both the City and the selected firm for subsequent updates to the Master Fee Schedule.

The proposal package shall present all-inclusive fees and charges for services for the initial comprehensive update and implementation and one subsequent update to be conducted one-year after the initial comprehensive update is implemented.

2. COMMUNICATION WITH STAFF, PROPOSAL REQUIREMENTS AND BUDGET

2.a. Communication with Staff

From the date the RFP is issued until a contract is executed, communication regarding this project between potential vendors and individuals employed by the City of Brawley is prohibited. However, written communication with the procurement contact, as listed on page two of this Request for Proposal, is permitted. Questions and comments during the virtual vendor meeting and interview selection processes are allowed and encouraged.

Once a determination is announced regarding the selection of a vendor, the Vendor will be permitted to speak with person(s) participating in contract negotiations.

Violation of these conditions may be considered sufficient cause to reject a vendor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

- Contacts made pursuant to any pre-existing contracts or obligations; and
- Presentations, key personnel interviews, clarification sessions or discussions to finalize a contract, as requested by the City of Brawley.

2.b. Proposal Requirements

The Potential Vendors shall provide the appropriate information in sufficient detail to demonstrate that the evaluation criteria has been satisfied as specified. To allow for easier comparison of proposals during the evaluation, proposals should contain the following sections and attachments and be arranged in consecutive order.

Executive Summary

This section shall serve to provide the City with the key elements and unique features of the proposal by describing how the potential Vendor is going to provide the best solution. The Executive Summary should include a schedule of major milestones to accomplish and implementation of the MFS.

The Executive Summary should also include a list of high risk or problematic areas which were identified during the proposal process that are reasons for concern. Potential Vendor

will not be evaluated on this paragraph and cannot lose evaluation points for listing areas of concern. These concerns will be addressed with the successful Vendor during negotiations.

Experience & References

Provide a list of at least three (3) references where the vendor has provided similar goods and services and include company name, address, contact name, phone number, and email when possible. References may be contacted by the City before a final selection is made.

Staff Qualifications and Availability

Provide information concerning the experience, background and resumes of those persons who would actually perform work on the project. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

Conceptual Treatment of Project and Work Plan

Describe in more detail the approach to the project. Include a preliminary project plan that includes Potential Vendor's concept of the project including the methodology to be used, proposed timeline, and the major deliverables to be produced. In addition, the Potential Vendor must provide and specify the roles and responsibilities for the City and Potential Vendor. Include any assumptions and constraints.

Vendor shall provide a complete listing of services offered, such as but not limited to:

- How many years has your company been in business?
- How long has the company been providing fee study services for municipal government agencies?
- What is your company's primary line of business?
- Provide a brief overview of your company (furnish your business philosophy, mission statement, management structure, organization chart, etc.).
- State the type of ownership of your company.
- Give the state and date of company incorporation if applicable.
- List headquarters and regional / full-service / office locations, and website address.
- Provide the key contract name, title, address, telephone, and email address. Also identify the person(s) authorized to contractually bind the organization.
- Provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer.
- Do you anticipate that your company will be acquired in the foreseeable future?
- Is your company planning to acquire any other companies? If yes, please provide the names of the companies and the nature of the business.
- What type of insurance coverage do you carry? Describe the amount of coverage as outlined in Section 5 of the City's standard contract requirements attached as Attachment B to this RFP.
- Describe any other value- added services your company can provide.

Subcontracting Services

- Subcontracting any portion(s) of the Scope of Services is not preferable; however, if a proposer can demonstrate to the City's satisfaction that is in the best interest of the project to permit a portion of the service(s) to be subcontracted by the proposer, it may be considered. Provide details on the role of any subcontractor that will be used. Assignment is prohibited without agreement by the City.

Scope of Services

Vendor responses to this RFP should cover the following topics. The City desires to have a comprehensive fee study analysis and Citywide Master Fee Schedule (MFS). A comprehensive fee study and analysis has not been performed in the past. The initial study would set the baseline and create a new comprehensive citywide MFS. The City also anticipates requiring an update on or about a year after the initial study is implemented to address any missing services, newly identified services, and/or discrepancies during the implementation of the initial study.

- Consultant shall include an annual recommendation or method to review and update the City's MFS and conduct an update where all fees are increased based on a verifiable and easily implemented process using applicable laws, statutes, rules, and regulations governing the collection of fees, rates, and charges by public entities.
- Consultant shall assess fees as expressly specified by staff.
- Consultant shall research and add any fees as expressly specified by staff.

The comprehensive user and regulatory fee study analysis will examine all existing and new fees identified by City Staff, which will include, but are not limited to:

- Building Fees
- Planning Fees
- Public Works Fees
- Fire Fees
- Police Fees
- Recreational Program Fees (all ages with youth and senior facilities)
- Library Use and Program Fees
- NPDES Ongoing Inspection Fees
- Short-Term Vacation Rental Permit Fees (new fee);
- False Alarm Response Fees (police and fire, new fee)
- Vehicle Impound Cost Recovery Fees
- Code Enforcement Fees
- Pool Drain (new fee) and Bike Permit Fees
- Home Occupation Permit Fees
- Film/Photography Permit Fees (new fee)
- Administrative Fees
- Redistribution of Collected Personal Property Fee (new)
- Appeal Fees
- Facility Use Fees – (indoor and outdoor uses, security, deposits, rental of tables and chairs, use of stage, splash pad, skate park, kiosk, during business hours and after business hours/weekends)
- Park Event Site Facility Rental Fees
- Parking Lot and Open Space Rental Fees
- Road Closures

- Airport Facility User Fees
- Special Events Seller's Permit Fees (new fee)
- Credit Card Processing Fees (new fee)
- Local Government Overhead Central Service Cost Allocation rate for Federal and State reimbursements

A listing of current fees and charges for services is provided in Attachment A. The attachment is intended to provide an overview of the current approved fees and allow for the ability to explore concepts to update the fees by reducing, consolidating, adding new fees, etc. It should be noted that additional fees and/or charges may be discovered during the fee study.

Consultant shall conduct the study as follows:

- Work and meet with City staff to refine the project scope, purpose, uses and goals of the City's MFS to ensure that the study will be both accurate and appropriate to the City's needs;
- Prepare and deliver a timeline for reference purposes to the City's project manager;
- Develop expert knowledge of the City's organizational and financial structure;
- Work and meet with staff city-wide to obtain necessary information for the rate structure of each fee (meetings may be conducted virtually or in person);
- Review documentation supporting the current fee and rate structures for all Departments;
- Develop and deliver a well-documented, understandable, cost of service analysis and fee schedule;
- Complete a regional fee comparison that provides an overview of fees charged by other communities for similar services;
- Document findings and prepare a new master fee schedule;
- Identify revenue impacts of proposed fee modifications;
- Present findings to City staff, stakeholders, and the City Council;
- Provide all study materials and cost of service models to the City;
- Provide on-site training, if necessary;
- Serve as an on-going City resource regarding the study;
- Provide the City with recommendations of industry best practices for consideration.

Part 200- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Appendix V to Part 200 State/Local Government Central Service Cost Allocation Rate – as part of the cost allocation plan proposal, please provide the following:

- a) A Methodology appropriate for the calculation and allocation of an overhead cost rate complying with the "*Guide for State, Local and Indian Tribal Governments: Cost Principles for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government*" published by the Department of Health and Human Services.
- b) A study of each program with overhead costs that are borne in whole or in part by the General Fund and that can receive overhead cost reimbursement from State and Federal governments and/or other sources.

Cost Recovery Levels

Compare service costs with existing recovery levels. This should include any service areas where the City is currently charging for services as well as areas where the City could charge in light of the City's practices, or the practices of similar or neighboring cities. Include a comparison of current City practices and similar practices of similar or neighboring cities.

Recommend appropriate fees and charges based on the analysis together with the appropriate subsidy percentage for those fees where full cost recovery may be unrealistic.

Full Cost Allocation Plan Study

The City has identified the following tasks for this project. The consultant is permitted to recommend additional tasks and/or scopes that may be appropriate; however, the tasks outlined below must be included in a proposal submittal.

Task 1: Develop Project Strategy

The Consultant will convene up to two strategy sessions with the City to determine the project scope, purpose, uses and goals of the City's Full Cost Allocation Plan to ensure that the study is both accurate and appropriate to the City's needs. The Consultant will thoroughly review the project schedule and answer any questions the City may have pertaining to the successful development of the study.

Task 2: Hold Project Kickoff and Project Management Meetings

With a strategy in place, the Consultant and the City will hold a kick-off meeting to discuss the project, deliverables, timetables, and tasks. The Consultant will meet with staff and conduct interviews as needed to gain an understanding of the City's practices and operations. This includes where certain services/functions are performed together/shared through cooperation between different departments. Costs should be identified so that they can be allocated to/tracked by the appropriate department, i.e. fire, public works, planning, finance, etc.

Task 3: Data Collection, Fee Calculation and Analysis

Working closely with City staff, the Consultant will collect all data required to identify the total cost of providing each City service at the appropriate activity level and in a manner that is consistent with all applicable laws, statutes, rules, and regulations governing the collection of fees, rates, and charges by public entities. The Consultant should develop a Full Cost Allocation Model for calculating the full costs of providing City service. Consultant should also determine the appropriate General and Administrative overhead allocations to City activities and applicable overhead rates for use in calculating the City's billable hourly rates.

The requirements of the model should allow for:

- Additions, revisions, or removal of direct and overhead costs so that the full cost allocation plan can be easily adapted to a range of activities, both simple and complex.
- The addition of hypothetical service area information for future service enhancements, and ability to calculate the estimated costs of providing the service under consideration (i.e. ad-hoc analysis).

- Calculate a citywide overhead rate and an overhead rate for each department that can be updated annually.
- The ability of the City to continuously update the model and overhead cost allocation plan easily from year to year as the organization structure changes and/or cost structures change. The Consultant is to provide the necessary training and instruction materials to City staff on how to continuously update the model and overhead cost allocation plan.

Task 4: Prepare Draft Full Cost Allocation Plan

The Consultant will prepare and provide a comprehensive administrative draft, as well as technical reports, including but not limited to, methodology, findings, and supporting justification. The Consultant will document all work assumptions, analysis procedures, findings, graphics, impacts, and recommendations, with technical documentation in appendices. The administrative draft and individual technical reports shall include an executive summary and conclusion. In general, the administrative draft will consist of a discussion of the framework, description of the project, applicable statutory/legal framework, methodologies used, and analysis. The Consultant also will revise the administrative draft according to one set of consolidated comments on the draft reports from the City.

Task 5: Final Update

The Consultant shall make revisions, if any, requested by staff or the City Council. The Consultant shall provide one (1) digital file copy in PDF format of the final full cost allocation plan. Additionally, Consultant shall provide the full cost allocation plan, including but not limited to all models, tables, charts, and graphs, in editable digital format for Microsoft Word and Microsoft Excel affording the City, for its exclusive use, the ability to add, delete, and/or update the information as needed.

2.c. CONTENTS OF COST PROPOSALS (submitted in separate PDF file)

NO DOLLAR AMOUNTS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.

City is requesting all vendors to provide cost estimates for the creation and implementation of an initial citywide comprehensive fee study and an update/review one year after the initial study has been implemented. The budget narrative should thoroughly and clearly describe each category of expense. Proposed budgets must be complete, cost effective, and allowable (e.g., reasonable, allocable, and necessary for activities).

Vendors should demonstrate in their budget narratives how they will maximize cost effectiveness. Budget narratives should generally describe cost effectiveness in relation to potential alternatives and the goals of the scope of services. The narrative should be mathematically sound and correspond with the information and figures provided. The narrative should explain how the vendor estimated and calculated all costs, and how they are relevant to the completion of the scope of services. The narrative may include tables for clarification purposes but need not be in a spreadsheet format.

Please list other services you want to offer or have available for consideration. This is optional.

- Vendors submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interest that may exist with respect to the vendor, management, or employees of the vendor or other persons relative to the services to be provided. If a vendor has no conflicts of interest, include a statement to that effect in the proposal.

3. EVALUATION AND AWARD CRITERIA

3.a. Evaluation Method

Proposals will be reviewed by an Evaluation Panel made up of representatives of the City. The Evaluation Panel will select a "short list" of qualified Service Providers who will be formally interviewed.

The RFP shall be awarded to the Vendor whose proposal is most advantageous to the City with price and other factors considered in section 3.b. These include responses to the RFP questions; demonstrated technical ability and expertise; reference calls and/ or recommendations; memberships, licenses, certifications, or any other applicable membership or certifications; presentations to the evaluation team (if applicable); on-site visits at vendor's site (if applicable); product samples which the City may request as part of the RFP process; and any additional criteria deemed appropriate by the City which would lend itself to establishing the service provider's viability to perform the work as outlined in this RFP.

3.b. Evaluation Criteria

The proposals will be evaluated and ranked in accordance with the evaluation criteria described below.

Overall cost to City and ability to guarantee pricing for the contract period. Reasonableness of the individual firm -fixed prices and/ or hourly rates, and competitiveness of quoted firm -fixed prices with other proposals received; adequacy of the data in support of figures quoted; basis on which prices are quoted.	30 points
Ability to meet the requirements of the RFP Scope of Services - strength and stability of the firm; strength, stability, experience, and technical competence of project staff; logic of project organization; adequacy of labor commitment.	25 points
Maintenance, implementation, training, support offerings and ease of solution's use. Experience in providing services like those requested herein; experience working with public agencies; assessment by client references.	25 points
Acceptance of City's RFP Terms and Conditions, completeness of response, and interview	20 points

Discussions will be conducted with the most qualified bidders for the purpose of clarification to assure the full understanding of, and conformance to, the solicitation requirements.

4. DESCRIPTION OF THE GOVERNMENT

5.a. Background Information

The City of Brawley is located on the southeastern region of the State of California, in the center of the Imperial County. Although the region is a desert with arid conditions, it is also one of the most fertile agricultural areas in the United States. This is possible through water provided by the All American Canal from the nearby Colorado River in addition to an intricate system of canals throughout the region.

The City of Brawley was incorporated on April 6, 1908, as a general law city which operates under the council/manager form of government. The City is governed by a five member City Council. Council members serve for a period of four years on staggered schedules. Every year, the City Council selects a Mayor from its members to serve for a one year term. The Brawley City Council hires a City Manager to act as the chief administrator for the City's day to day operations.

The City of Brawley is a full-service city. Services provided include police, fire, street maintenance, parks, recreation, library, water, sewer, solid waste, airport, housing, planning, building inspection, and general administrative services.

5. SCHEDULE OF EVENTS

EVENT		DATE
1.	Release Request for Proposal	Thursday, November 10, 2022
2.	Virtual Vendor Question and Answer	Wednesday, November 30, 2022 from 9AM – 10AM
3.	Deadline to submit written questions	Monday, December 12, 2022
4.	Deadline for receipt of proposal	Wednesday, December 21, 2022 by 5:00PM
5.	Evaluation Period	From Thursday, December 22 to Friday, January 6, 2023
6.	Interview of top Vendors	From Tuesday, January 17-20, 2023 (depending on mutual availability)
7.	Final recommended vendor selection	Monday, January 23, 2023
8.	Contract Negotiations	Starting on January 24 through February 3, 2023
9.	Tentative contract award date	Tuesday, February 21, 2023

7. REQUIREMENTS OF FIRM

If selected to provide the services described in this RFP, the Firm shall be required to comply with the insurance requirements set forth below:

a. General

Firm shall, throughout the duration of this Agreement, maintain insurance to cover Firm, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth here.

- b. **Commercial General Liability**
Commercial General Liability “per occurrence” coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
- c. **Automobile Liability – may be waived**
Automobile Liability “claims made” coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
- d. **Workers’ Compensation**
Workers’ Compensation coverage shall be maintained as required by the state of California with waiver of subrogation.
- e. **Professional Liability**
Professional Liability “claims made” coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Firm in an amount not less than \$1,000,000 per claim.
- f. **Endorsements**
Firm shall obtain endorsements to the automobile and commercial general liability with the following provisions:
 - a. The City (including its elected officials, officers, and employees) shall be named as an additional “insured.”
 - b. For any claims related to this Agreement, Firm’s coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Firm’s insurance and shall not contribute with it.
 - c. Firm shall provide evidence of the additional insured primary and non-contributory endorsements to the City in conjunction with the Certificate of Insurance.
- g. **Notice of Cancellation**
Firm shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Firm shall immediately obtain a replacement policy.
- h. **Authorized Insurers**
All insurance companies providing coverage to Firm shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California
- i. **Insurance Certificate**
Firm shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City, no later than 10 days after the execution of this Agreement and before any commencing any work.
- j. **Substitute Certificate**

No later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement, Firm shall provide a substitute certificate of insurance or notify the City of the intent to renew the current policy.

k. Firm's Obligation

Maintenance of insurance by the Firm as specified in this Agreement shall in no way be interpreted as relieving the Firm of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Firm may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

Business License

If selected to provide the services describe in this RFP, throughout the duration of the contract, the Firm shall be required to hold a valid and current City of Brawley business license. License application can be found online at: <https://www.brawley-ca.gov/section/Finance/Forms>

Contract Form and Execution of Contract

The successful proposer will be required to enter into an agreed upon Professional Services Agreement. The contract shall be signed by a principal of the selected firm and returned together with insurance policies and certificates of insurance, within 10 business days after the Notice of Award of Contract.

A standard City contract template is provided as Attachment B for review and consideration in responding to this RFP.

If an alternative contract is preferred or required by the responding firm, it should be included for the City's review in the response to this RFP. Otherwise, the City's standard contract template will be utilized for contract negotiations.

#	Fee Description	Department	Cost
1	Vehicle Impound/Release	Police	\$ 207.00
2	Concealed weapons permit initial fee	Police	\$118 - \$140
3	Concealed weapons permit issuance fee	Police	\$ 45.00
4	Concealed weapon modification/duplicate fee	P	\$ 10.00
5	Concealed weapons permit renewal	Police	\$96 - \$144
6	Response to loud noise complaint	Police	\$ 65.00
7	Local record clerk	Police	\$ 5.00
8	Registration of sex/drug offender	Police	\$ 10.00
9	Taxi cab vehicle inspection	Police	\$ 35.00
10	Taxi permit	Police	\$ 55.00
11	Taxi driver permit renewal	Police	\$ 40.00
12	Taxi/Bus Operating Permit	Police	\$ 90.00
13	Tow company annual inspection	Police	\$ 35.00
14	Fingerprinting	Police	\$ 20.00
15	Black and white photography (each photo)	Police	\$ 10.00
16	Color photography (each photo)	Police	\$ 11.00
17	Preprint photographs	Police	\$ 22.00
18	Citation (other than Brawley Police Dept.) sign offs	Police	\$ 15.00
19	Loud speaker permit	Police	\$ 11.00
20	Assembly permit	Police	\$ 5.00
21	Records research per hour	Police	\$ 30.00
22	Verification of Vehicle Identification Number	Police	\$ 25.00
23	Secondhand dealer/pawn shop license renewal	Police	\$ 70.00
24	Clearance letter	Police	\$ 45.00
25	Copy of Reports/Citations/Log Entries	Police	\$ 11.00
26	Bike license	Police	\$ 1.00
27	Vehicle Repossession processing	Police	\$ 15.00
28	Civil witness fees	Police	\$ 275.00
29	Funeral escort	Police	\$ 80.00
30	Records check - Brawley	Police	\$ 15.00
31	Traffic/parking control request (1st 3 hours)	Police	\$ 745.00
32	911 Hang Up Fee	Police	\$ 35.00
33	ABC Letter Review and Approval	Police	\$ 25.00
34	Alarm Permit - Annual & Review	Police	
35	Alarm Penalty - No permit	Police	
36	False Alarm Response	Police	
37	Road Closure	Police	\$500 per occurrence
38	Appeals (Planning Commission/City Council)	Planning	\$ 200.00
39	Time Extension by Planning Director	Planning	\$ 100.00
40	Time Extension by Planning Commission or City Council	Planning	\$ 200.00
41	Site plan review	Planning	\$ 200.00
42	CEQA Notice of exemption	Planning	\$ 150.00
43	CEQA Initial Assessment (Initial Study)	Planning	\$ 600.00
44	CEQA EIR (Review and Contract Administration)	Planning	\$ 800.00
45	Specific Planning - Zone Change	Planning	\$ 700.00
46	Specific Planning - General Plan Amendment	Planning	\$ 900.00
47	Specific Planning - General Plan Amendment if part of Zone Change	Planning	\$ 200.00
48	Specific Planning - Specific Plan Review	Planning	\$ 1,000.00
49	Specific Planning - Specific Plan Amendment	Planning	\$ 900.00
50	Subdivision Map Act - Alley/Street Verification	Planning	\$ 500.00
51	Subdivision Map Act - Adjustment Plat (Lot Line Adjustment/Lot Merger)	Planning	\$ 200.00

52	Subdivision Map Act - Certificate of Compliance	Planning	\$	100.00
53	Subdivision Map Act - Reversion of Acreage	Planning	\$	600.00
54	Subdivision Map Act - Minor Subdivision (up to 4 parcels) Tentative Tract Map	Planning	\$	400.00
	Subdivision Map Act - Minor Subdivision (up to 4 parcels) Final Parcel Map	Planning	\$	100.00
55	Subdivision Map Act - Major subdivision (more than 4 parcels) Tentative Tract Map	Planning		\$600 plus \$5 per lot
56	Subdivision Map Act - Major subdivision (more than 4 parcels) Vesting Tentative Tract Map	Planning		\$800 plus \$5 per lot
57	Subdivision Map Act - Major subdivision (more than 4 parcels) Final Tract Map	Planning		\$200 plus \$5 per lot
58	Revisions to map within 6 months of disapproval	Planning		50% of original costs
59	Conditional Use Permits and Variances - CUP second dwelling unit only	Planning	\$	300.00
60	Conditional Use Permits and Variances - CUP Planning Commission action	Planning	\$	400.00
61	Conditional Use Permits and Variances - CUP Planning Director action	Planning	\$	300.00
62	Conditional Use Permits and Variances - Variance	Planning	\$	400.00
63	Other - Annexation	Planning		\$800 plus LAFCO Cost
64	Development Agreement Review	Planning	\$	750.00
65	Publication/Map Fees - General Plan	Planning	\$	40.00
66	Publication/Map Fees - Individual elements of the General Plan	Planning	\$	15.00
67	Publication/Map Fees - Zoning ordinance	Planning	\$	35.00
68	Publication/Map Fees - Subdivision ordinance	Planning	\$	10.00
69	Publication/Map Fees - Large Zoning Map	Planning	\$	25.00
70	Publication/Map Fees - Medium Zoning Map	Planning	\$	15.00
71	Publication/Map Fees - Small Zoning Map	Planning	\$	10.00
72	Publication/Map Fees - Copies Black and White	Planning	\$	0.50
73	Publication/Map Fees - Copies Color	Planning	\$	1.00
74	Black and white copies - 8 1/2 x 11	Public Works - Engineering		\$0.25 per sheet
75	Black and white copies - 8/ 1/2 x 14	Public Works - Engineering		\$1.00 per sheet
76	Black and white copies - 11 x 17	Public Works - Engineering		\$1.00 per sheet
77	Black and White Bond Copies - 18 x 24	Public Works - Engineering		\$5.00 per sheet
78	Black and White Bond Copies - 18 x 26	Public Works - Engineering		\$5.00 per sheet
79	Black and White Bond Copies - 24 x 36	Public Works - Engineering		\$5.00 per sheet
80	Printed Bond Sheets - 24 x 36	Public Works - Engineering		\$25.00 per sheet
81	Printed Bond Sheets - 42 x 58	Public Works - Engineering		\$50.00 per sheet
82	Master Plans - Water	Public Works - Engineering		\$200 each
83	Master Plans - Wastewater	Public Works - Engineering		\$200 each
84	Master Plans - Wastewater Treatment Plant	Public Works - Engineering		\$200 each
85	Pool pass monthly	Parks & Recreation	\$	20.00
86	Pool pass three months	Parks & Recreation	\$	50.00
87	Pool daily pass	Parks & Recreation		\$0.50
88	Pool rental 0-100 Swimmers - 2 lifeguards	Parks & Recreation		\$30 - \$60 per hour with \$100 deposit
89	Pool rental 100 - 200 Swimmers - 4 lifeguards	Parks & Recreation		\$50 - \$80 per hour with \$100 deposit
90	Pool rental 200 - 300 Swimmers - 6 lifeguards	Parks & Recreation		\$60 - \$100 per hour with \$100 deposit
91	Lions Center Gym Rental - 4 hours minimum	Parks & Recreation		\$20 - \$100 per hour with \$100 deposit

92	Lions Center Conference Room Rental	Parks & Recreation	\$5 - \$25 per hour with \$25 deposit
93	Lions Center Kitchen Rental	Parks & Recreation	\$5 - \$25 per hour with \$25 deposit
94	Lions Center Entire Facility - 4 hour minimum	Parks & Recreation	\$25 - \$125 per hour with \$100 deposit
95	Senior Center Main Hall Rental - 4 hours minimum	Parks & Recreation	\$10 - \$60 per hour with \$100 deposit
96	Senior Center Meeting Room Rental	Parks & Recreation	\$5 - \$25 per hour with \$25 deposit
97	Senior Center Both Rooms - 4 hours minimum	Parks & Recreation	\$10 - \$75 per hour with \$100 deposit
98	Teen Center Recreation Room Rental	Parks & Recreation	\$10 - \$60 per hour with \$100 deposit
99	Del Rio Community Center	Parks & Recreation	\$25 - \$50 per hour with \$300 deposit
100	Events in City Parks Field Use	Parks & Recreation	\$250 - \$500
101	Alcohol permit fee in City Parks	Parks & Recreation	\$250 per day
102	Lighted Fields in Public Park	Parks & Recreation	\$20 - \$25 per hour
103	Tournament in Public Park	Parks & Recreation	\$100 per hour with \$200 deposit
104	Rental of Throw Bases in Public Park	Parks & Recreation	\$25 per field
105	Rental of Bases in Public Park	Parks & Recreation	\$50 per field with \$200 deposit
106	Rental of Chalk Equipment for Public Parks	Parks & Recreation	\$25 per field with \$200 deposit
107	Copies	Library	\$0.15 per page
108	Late fees - Adult	Library	\$0.10 per day
109	Late fees - Juvenile	Library	\$0.05 per day
110	Lost/Damaged Book Replacement	Library	\$2.00 processing fee + cost
111	Contractor's Business License Fee - Class A General Engineering Contractor	Community Development	\$ 100.00
112	Contractor's Business License Fee - Class B General Building Contractor	Community Development	\$ 100.00
113	Contractor's Business License Fee - Class C2 Insulation & Acoustical	Community Development	\$ 25.00
114	Contractor's Business License Fee - Class C4 Boiler, Hot Water Heating, Steam Fitting	Community Development	\$ 25.00
115	Contractor's Business License Fee - C5 Cabinet & Mill Work	Community Development	\$ 25.00
116	Contractor's Business License Fee - C8 Concrete	Community Development	\$ 25.00
117	Contractor's Business License Fee - C9 Drywall	Community Development	\$ 25.00
118	Contractor's Business License Fee - C10 Electrical (General)	Community Development	\$ 50.00
119	Contractor's Business License Fee - C11 Elevator Insulation	Community Development	\$ 50.00
120	Contractor's Business License Fee - C12 Earthwork & Paving	Community Development	\$ 50.00
121	Contractor's Business License Fee - C13 Fencing	Community Development	\$ 25.00
122	Contractor's Business License Fee - C15 Flooring & Floor Covering	Community Development	\$ 25.00
123	Contractor's Business License Fee - C16 Fire Protection Engineering	Community Development	\$ 25.00
124	Contractor's Business License Fee - C17 Glazing	Community Development	\$ 25.00

125	Contractor's Business License Fee - C20 Warm Heating, Ventilating, Air Conditioning	Community Development	\$	50.00
126	Contractor's Business License Fee - C21 Building Moving, Wrecking	Community Development	\$	50.00
127	Contractor's Business License Fee - C23 Ornamental Metals	Community Development	\$	50.00
128	Contractor's Business License Fee - C26 Lathing	Community Development	\$	50.00
129	Contractor's Business License Fee - C27 Landscaping	Community Development	\$	25.00
130	Contractor's Business License Fee - C29 Masonry	Community Development	\$	25.00
131	Contractor's Business License Fee - C32 Parking & Highway Improvement	Community Development	\$	25.00
132	Contractor's Business License Fee - C33 Painting & Decorating	Community Development	\$	25.00
133	Contractor's Business License Fee - C34 Pipeline	Community Development	\$	25.00
134	Contractor's Business License Fee - C35 Plastering	Community Development	\$	50.00
135	Contractor's Business License Fee - C36 Plumbing	Community Development	\$	50.00
136	Contractor's Business License Fee - C38 Refrigeration	Community Development	\$	50.00
137	Contractor's Business License Fee - C39 Roofing	Community Development	\$	50.00
138	Contractor's Business License Fee - C42 Sanitation System	Community Development	\$	50.00
139	Contractor's Business License Fee - C43 Sheet Metal	Community Development	\$	25.00
140	Contractor's Business License Fee - C45 Electrical Signs	Community Development	\$	25.00
141	Contractor's Business License Fee - C47 General Manufacturing Housing	Community Development	\$	50.00
142	Contractor's Business License Fee - C51 Structural Steel	Community Development	\$	25.00
143	Contractor's Business License Fee - C53 Swimming Pool	Community Development	\$	25.00
144	Contractor's Business License Fee - C54 Tile (Ceramic & Mosaic)	Community Development	\$	25.00
145	Contractor's Business License Fee - C55 Water Conditioning	Community Development	\$	25.00
146	Contractor's Business License Fee - C57 Well Drilling (Water)	Community Development	\$	25.00
147	Contractor's Business License Fee - C60 Welding	Community Development	\$	25.00
148	Contractor's Business License Fee - C61 Limited Specialty	Community Development	\$	25.00
149	CFC Permits	Fire	\$	140.00
150	Fire Alarm System	Fire	\$	125.00
151	Hood Extinguishing System	Fire	\$	94.00
152	Hood & Duct	Fire	\$	63.00
153	Nitrous Oxide	Fire	\$	125.00
154	Fire Hydrant Inspection	Fire	\$	31.00
155	Annual Fire Sprinkler Test	Fire	\$	140.00
156	Occupant Load Study	Fire	\$	31.00
157	Large Capacity Care Home	Fire	\$	94.00
158	Christmas Tree Lots	Fire	\$	31.00
159	Knox Box	Fire	\$	31.00
160	Non-Permit	Fire	\$	65.00
161	Record Search Current	Fire	\$	10.00
162	Record Search Archival	Fire	\$	15.00
163	Fire Safety Training	Fire	\$	94.00
164	Standby	Fire		\$75 per hour
165	Fire Flow Study	Fire	\$	94.00
166	Pyrotechnical & Special Effects	Fire		\$75 per hour
167	Live Audiences	Fire	\$	31.00
168	Tank Removal	Fire		\$75 per hour
169	Hydraulic Calculation	Fire	\$	126.00

170	In-Rack System	Fire	\$	126.00
171	Fire Hydrant Installation	Fire	\$	126.00
172	Fire Standpipe System Class I, II, III	Fire	\$	126.00
173	Clean Agent Gas System	Fire	\$	126.00
174	Private Water System Serving Hydrants	Fire	\$	126.00
175	Plan Check & Inspections - Commercial/Residential Sprinkler System New Buildings - 1-20 heads	Fire	\$63 Plan Check Fee \$125 Initial 2 Inspections \$63 Additional Inspections	
176	Plan Check & Inspections - Commercial/Residential Sprinkler System New Buildings - 21-100 heads	Fire	\$94 Plan Check Fee \$156 Initial 2 Inspections \$156 Additional Inspections	
177	Plan Check & Inspections - Commercial/Residential Sprinkler System New Buildings - 101-200 heads	Fire	\$125 Plan Check Fee \$187 Initial 2 Inspections \$187 Additional Inspections	
178	Plan Check & Inspections - Commercial/Residential Sprinkler System New Buildings - 201-350 heads	Fire	\$156 Plan Check Fee \$219 Initial 2 Inspections \$218 Additional Inspections	
179	Plan Check & Inspections - Commercial/Residential Sprinkler System New Buildings - 351+ heads	Fire	\$187 Plan Check Fee \$250 Initial 2 Inspections \$250 Additional Inspections	
180	Fire Sprinkler - Tenant Improvements - 1-20 heads	Fire	\$94 Plan Check Fee \$94 Initial 2 Inspections \$63 Additional Inspections	
181	Fire Sprinkler - Tenant Improvements - 5-20 heads	Fire	\$109 Plan Check Fee \$125 Initial 2 Inspections \$156 Additional Inspections	
182	Fire Sprinkler - Tenant Improvements - 21-100 heads	Fire	\$140 Plan Check Fee \$156 Initial 2 Inspections \$187 Additional Inspections	
183	Fire Sprinkler - Tenant Improvements - 101-200 heads	Fire	\$171 Plan Check Fee \$187 Initial 2 Inspections \$218 Additional Inspections	
184	Fire Sprinkler - Tenant Improvements - 201-350 heads	Fire	\$202 Plan Check Fee \$219 Initial 2 Inspections \$250 Additional Inspections	
185	Fire Sprinkler - Tenant Improvements - 350 + heads	Fire	\$233 Plan Check Fee \$250 Initial 2 Inspections \$280 Additional Inspections	
186	Fire Alarm Systems - 1-15 devices	Fire	\$63 Plan Check Fee \$125 Initial 2 Inspections \$63 Additional Inspections	

187	Fire Alarm Systems - 16-30 devices	Fire	\$94 Plan Check Fee \$156 Initial 2 Inspections \$156 Additional Inspections
188	Fire Alarm Systems - 31-45 devices	Fire	\$125 Plan Check Fee \$187 Initial 2 Inspections \$187 Additional Inspections
189	Fire Alarm Systems - 46-61 devices	Fire	\$156 Plan Check Fee \$219 Initial 2 Inspections \$218 Additional Inspections
190	Fire Alarm Systems - 62-100 devices	Fire	\$187 Plan Check Fee \$250 Initial 2 Inspections \$250 Additional Inspections
191	Fire Alarm Systems - 101 + devices	Fire	\$250 Plan Check Fee \$280 Initial 2 Inspections \$280 Additional Inspections
192	Hood Systems - 1-10 devices	Fire	\$63 Plan Check Fee \$63 Initial 2 Inspections \$63 Additional Inspections
193	Hood Systems - 11-20 devices	Fire	\$125 Plan Check Fee \$94 Initial 2 Inspections \$156 Additional Inspections
194	Hood Systems - 21-30 devices	Fire	\$156 Plan Check Fee \$125 Initial 2 Inspections \$187 Additional Inspections
195	Hood Systems - 31-40 devices	Fire	\$186 Plan Check Fee \$156 Initial 2 Inspections \$218 Additional Inspections
196	Hood Systems - 41-50 devices	Fire	\$250 Plan Check Fee \$187 Initial 2 Inspections \$250 Additional Inspections
197	Standby paramedic services fee	Fire	
198	Fire and police services at special events	Fire/Police	
199	Airport Hangar Rental Fee	Public Works	\$120 monthly \$180 monthly \$50 monthly
200	Airport Office Space Rental Fee	Public Works	\$75 monthly \$300 monthly

Note: Listing is intended to provide a summary of city fees and charges for services and may not be comprehensive in nature.

CITY PROFESSIONAL SERVICES CONTRACT

CITY OF BRAWLEY

PROFESSIONAL SERVICES AGREEMENT WITH

[Insert full name of Consultant and Project Name and/or number]

This Agreement for Professional Services ("Agreement") is made and entered into by and between the City of Brawley ("City"), a California municipal corporation, and [Complete name of legal business entity], a [Business status, such as a California corporation] ("Consultant"). City and Consultant are referred to individually as "Party" and collectively as "Parties."

Recitals

- A. City desires to retain Consultant to perform Comprehensive User and Regulatory Master Fee Schedule Implementation and Full Cost Allocation Plan Update; and
- B. On November 10, 2022, the City issued a Request for Proposals (RFP) for Comprehensive User and Regulatory Master Fee schedule Implementation and Full Cost Allocation Plan Update (Project). On or about December 21, 2022, Consultant submitted its proposal for the Project to the City. City has determined that Consultant possesses the skills, experience and certification required to provide the services.
- C. After negotiations between the City and Consultant, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement was approved by Brawley City Council on February 21, 2023.

Now therefore, the Parties mutually agree as follows:

1. Scope of Services. Consultant shall perform the services described in Exhibit "A" attached and incorporated by reference (the "Services"). Consultant represents and warrants that they are a provider of first-class work and/or services and Consultant is experienced in performing the Services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow industry standards in performing the services required hereunder, and that all materials, if any, will be of good quality, fit for the purpose intended.

2. Time of Performance. Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant shall begin performance, and shall complete all required services no later than the dates set forth in Exhibit "A." Any services for which times for performance are not specified in this Agreement shall be started and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Extensions to the time period specified in the Schedule of Performance may be approved in writing by the Contracting Officer, or assigned designee.

2.1 Term. Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on February 21, 2023 and end on June 30, 2026 ("Initial Term").

This Agreement may be extended for an additional two (2) years upon mutual agreement and amendment by both parties ("Extended Term").

2.2 Contract Officer. The "Contract Officer", otherwise known as Karla Romero, Finance Director, or assigned designee may be designated in writing by the City Manager of the City. It shall be the Consultant's responsibility to assure that the Contract Officer, or assigned designee, is kept informed of the progress of the performance of the services, and Consultant shall refer any decisions, that must be made by City to the Contract Officer, or assigned designee. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer, or assigned designee.

3. Compensation. City shall pay Consultant on a time and expense basis, at the billing rates set forth in Exhibit "B," (the "Schedule of Compensation") attached and incorporated by reference for services performed under this Agreement. The method of compensation set forth in the Schedule of Compensation includes payment for time and materials based upon Consultant's rate schedule.

3.1 Not to Exceed Amount. Consultant's total compensation under this Agreement shall not exceed amount in dollars (\$XX,000.00). Consultant's billing rates shall cover all costs and expenses for Consultant's performance of this Agreement. No work shall be performed by Consultant in excess of the total compensation amount provided in this section without the City's prior written approval.

3.2 Invoices. Consultant shall submit monthly invoice(s) to the City that describe the services performed in accordance with the terms of this Agreement, including times and dates or number of hours worked, and names of persons performing the services. Upon approval in writing by the Contract Officer, or assigned designee, City will pay Consultant for all items stated thereon which are approved by City pursuant to this Agreement no later than thirty (30) days after invoices are received by the City's Finance Department.

3.3 Compensation for Additional Services. Any compensation for additional services amount to five percent (5%) or less of the Contract Sum may be approved by the Contract Officer, or assigned designee. Any great amount of compensation for additional services must be approved by the Brawley City Council, the City Manager, or Department Head, depending upon City laws, regulations, rules, and procedures concerning public contracting. Under no circumstance shall Consultant receive compensation for additional services unless prior written approval for the Additional Services is obtained from the Contract Officer, or assigned designee.

3.4 Force Majeure. The time period specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including but not restricted to, acts of God or of the public enemy, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes, acts of any governmental agency other than the City, and unusually severe weather, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer, or assigned designee, in writing of the cause of the delay. The Contract Officer, or assigned designee, shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the forced delay when and if in the Contract Officer's judgement such delay is justified.

4. Indemnification. Consultant shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising

out of Consultant's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In this section, "City" means the City, its elected and appointed officials, officers, agents, employees and volunteers; "Consultant" means the Consultant, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

5. Insurance. Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein. Consultant shall provide Certificate of Insurance to City along with all required endorsements. Certificate of Insurance and endorsements must be approved by City's Risk Manager prior to commencement of performance.

5.1 Commercial General Liability "per occurrence" coverage shall be maintained in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

5.1.1 Must include the following endorsements:

General Liability Additional Insured (The City including its elected officials, officers, employees, agents, and volunteers)
General Liability Primary and Non-contributory

5.2 Automobile Liability "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage. Personal Auto Declaration Page if applicable.

5.3 Workers' Compensation coverage shall be maintained as required by the State of California.

5.3.1 Must include the following endorsements:

Workers Compensation with Waiver of Subrogation
Workers Compensation Declaration of Sole Proprietor if applicable

5.4 Professional Liability "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Consultant in an amount not less than \$1,000,000 per claim.

5.5. For any claims related to this Agreement, Consultant's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

5.6 Notice of Cancellation. Consultant shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Consultant shall immediately obtain a replacement policy.

5.7 Authorized Insurers. All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

5.8 Insurance Certificate. Consultant shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

5.9 Substitute Certificates. Consultant shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

5.10 Consultant's Obligation. Maintenance of insurance by the Consultant as specified in this Agreement shall in no way be interpreted as relieving the Consultant of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Consultant may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

6. Termination. The City may terminate this Agreement at any time, by giving a thirty (30) days' written notice to Consultant. Upon termination, Consultant shall give the City all original documents, including preliminary drafts and supporting documents, prepared by Consultant for this Agreement. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specially approved by the Contracting Officer, or assigned designee. The City shall pay Consultant for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

7. Dispute Resolution. If any dispute arises between the City and Consultant that cannot be settled after engaging in good faith negotiations, City and Consultant agree to resolve the dispute in accordance with the following:

7.1 California Law. The Agreement shall be interpreted, construed, and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Inasmuch as performance hereunder shall occur in Imperial County, California, and legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Imperial, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Notification of Dispute. In the event of any dispute arising under this Agreement, the injured party shall notify the injuring party in writing of its contentions by submitting a claim therefore.

7.3 Retention of Funds. During the period of time that the Consultant is in default, City shall hold all invoices. In the alternative, City may, in its sole discretion, elect to pay some or all of the outstanding invoices during any period of default.

7.4 Attorney's Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees; provided, however, that the attorney's fees awarded

pursuant to this Section shall not exceed the hourly rate paid by City for legal services multiplied by the reasonable number of hours spent by the prevailing party in the conduct of the litigation. Attorney's fees shall include attorney's fees on appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery, and all other necessary costs the court allows which are incurred in such litigation.

7.5 The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

8. Ownership of Work. All original documents prepared by Consultant for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Consultant's services, or upon demand from the City. No such documents shall be revealed or made available by Consultant to any third party without the City's prior written consent.

9. City Cooperation. City shall provide Consultant with any plans, publications, reports, statistics, records, or other data or information pertinent to the Services to be performed hereunder which are reasonably available to Consultant only from or through action by City.

10. Independent Contractor Status. Consultant is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Consultant is not City's employee and Consultant shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Consultant is free to work for other entities while under contract with the City. Consultant, and its agents or employees, are not entitled to City benefits, compensation, 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.

Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of the City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of the City. Except for the Contract Sum paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing the Services hereunder for City. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws.

11. Conflicts of Interest. Consultant (including its employees, agents, and sub-consultants) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Consultant maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Consultant's conflicting interest.

No officer or employee of the City shall have any financial interest, direct or indirect, in the Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other compensation for obtaining this Agreement.

12. Non-liability of City Officers and Employees. No officer, official, employee, agent, representative, or volunteer of City shall be personally liable to Consultant, or any successor in interest, in the event or any default or breach by City or for any amount which may become due to Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

13. Rebates, Kickbacks, or Other Unlawful Consideration. Consultant warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

14. Notices. All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or sent by prepaid mail to the other party to the addresses listed below. Either party may change its address by notifying the other party of the change of address in writing.

To City:

To Consultant:

With a copy to:

City Attorney
William Smerdon
PO Box 1319
Brawley, CA 92227

15. Miscellaneous Provisions.

15.1 Standard of Care. Unless otherwise specified in this Agreement, the standard of care applicable to Consultant's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

15.2 Amendments. This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties and approved by Consultant and by the City Council of City.

15.3 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

15.4 Assignment and Delegation. Consultant may not assign, transfer or delegate this Agreement or any portion of it without the City's written consent. Any attempt to do so will be void. City's consent to one assignment shall not be deemed to be a consent to any subsequent assignment.

15.5 Compliance with the Law. Consultant shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

15.5.1 Wage and Hour Compliance. Consultant shall comply with applicable Federal, State, and local wage and hour laws.

15.5.2 Non-discrimination. Consultant represents and warrants that it is an equal opportunity employer and it shall not discriminate against any sub-consultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation or age. Consultant shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

15.6 Business Entity Status. Consultant is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Consultant. By entering into this Agreement, Consultant represents that it is not a suspended corporation. If Consultant is a suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

15.7 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement, including a City of Brawley business license, if applicable. Consultant and its employees, agents, and subcontractors 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 for the performance of the Services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the performance of the Services required by this Agreement, and shall indemnify, defend (with counsel selected by the City), and hold City, its elected officials, officers, employees, and agents, free and harmless against any such fees. Consultant shall be responsible for all subcontractors' compliance with this Section.

15.8 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

15.9 Construction of Agreement. Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

15.10 Severability. If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

15.11 Entire Agreement. This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

16. Signatures. The individuals executing this Agreement on behalf of Consultant represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Consultant.

17. Representative of Contracting Parties. The following principles of Consultant ("Principles") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the Services specified herein and make all decisions in connection therewith. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates stated below.

CITY OF BRAWLEY
a California Municipal Corporation

CONSULTANT

By: _____
Title: Mayor
Date: _____

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____

ATTEST:

Thomas Garcia, City of Brawley Deputy City Clerk

APPROVED AS TO FORM:

By: William Smerdon, City Attorney
City of Brawley, California

EXHIBIT A
Scope of Services

1. Services to be Provided.:

EXHIBIT B

Schedule of Compensation

The maximum total compensation to be paid to Consultant under this Agreement is not to exceed **XX (\$XX)** encompassing the initial and any extended terms ("Contract Sum"). The Contract Sum shall be paid to Consultant in installment payments made on a monthly basis.