

AGREEMENT FOR GRANT ADMINISTRATION SERVICES

THIS AGREEMENT, effective as of INSERT DATE, by and between the City of Visalia, hereinafter referred to as City, and Self-Help Enterprises, hereinafter referred to as SHE:

WHEREAS project financing is through the Department of Water Resources agreement no. [insert number] ;

WHEREAS City desires to obtain administrative services from SHE for the PROJECT; and

WHEREAS SHE agrees to perform services required for PROJECT.

IT IS AGREED AS FOLLOWS:

1. WORK TO BE PERFORMED

SHE agrees to provide the services described in ATTACHMENT A, Scope of Work.

SHE and City agree that if additional services are required for the Project, then SHE shall not commence work on those additional services without an amendment to this Agreement signed by both parties detailing the additional services to be provided by SHE and the fees to be paid to SHE.

2. COMPENSATION

Each month, SHE will submit an invoice for services provided under this Agreement during the previous month. Charges for staff services are to be billed on an hourly basis, at the SHE charge rates in effect during the period in which services are provided (see Attachment B). Third party charges and out of pocket costs such as printing, copying, and shipping are to be billed at actual cost. The total cost for all services provided under this Agreement shall not exceed TWENTY SIX THOUSAND SIXTEEN DOLLARS (\$26,016).

3. TERM OF AGREEMENT

This Agreement shall take effect when both parties have signed it and expire on [DATE], or the date of any mutually agreed to extension in conjunction with [project no.].

4. INDEPENDENT CONTRACTOR STATUS

It is mutually understood that, in performing the services herein specified, SHE shall act as an Independent Contractor and shall have control of the work and the manner in which it is performed. SHE shall be responsible for providing legally mandated benefits and to comply with the state and federal withholding regulations. City retains the general right of inspection in order to judge whether, in City's opinion, SHE is performing the work in accordance with the terms of this Agreement.

5. SUBCONTRACTS AND ASSIGNMENT

SHE shall not subcontract or assign any work specified under this Agreement without the prior written approval of City.

6. INDEMNIFICATION

SHE shall hold harmless, defend, and indemnify the City, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including City property, arising out of the activities of SHE or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against SHE by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

The City shall hold harmless, defend and indemnify SHE, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including SHE property, arising out of any negligent acts, errors, or omissions of City or its agents, officers and employees in the performance of this Agreement. This indemnification specifically includes any claims that may be made against the City by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

7. INSURANCE

SHE shall carry workers' compensation insurance as prescribed by law. In addition, SHE shall carry commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence; professional liability insurance in an amount not less than One Million Dollars (\$1,000,000); comprehensive automobile liability coverage for its business with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. The City shall require SHE to name the City as additional insured on all liability insurance SHE is required to carry under this agreement. The City's Risk Manager is hereby authorized to reduce the requirements set forth above if the Risk Manager determines that such reduction is in the City's best interest.

SHE shall provide written notice to the City, at least thirty days in advance, of any policy cancellation, limitation in scope or coverage, or non-renewal.

The commercial general liability and comprehensive automobile liability policies required by this Agreement shall contain the following clauses:

“It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy.”

“The City of Visalia, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities

of, or on behalf of the named insured, performed under contract with the City of Visalia.”

Before any work commences, SHE shall deliver to City insurance certificates confirming the existence of the insurance required by this Agreement, including the applicable clauses referenced above. City has the right to demand and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies the City may have if SHE fails to provide or maintain any insurance policies required under this Agreement the City may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; or
2. Order SHE to stop work under this Agreement and/or withhold any payments until SHE demonstrates compliance with these insurance requirements; or
3. Terminate this Agreement.

8. TERMINATION

Either party shall have the right to terminate this Agreement with or without cause provided the other party is notified in writing thirty days prior to the effective termination date. If so terminated, SHE shall be entitled to compensation for services provided prior to termination.

In the event City terminates this Agreement with or without cause the City may procure, upon such terms and such manner as it may determine appropriate, services similar to those terminated.

Should the Agreement be terminated, with or without cause, SHE shall provide City with all finished and unfinished documents, data, studies, services, reports, or other work product prepared by SHE pursuant to this Agreement.

Termination of this Agreement shall not terminate any obligation to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination activities.

9. GOVERNING LAW

This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Any litigation arising out of this Agreement shall be brought in Tulare County, California. The parties waive the removal provisions of California code of Civil Procedure Section 394.

10. WAIVERS

The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach.

The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

11. RECITALS AND HEADINGS

The Recitals to this Agreement are fully incorporated into and are integral parts of this Agreement. Section and paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

12. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY

This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

13. FURTHER ASSURANCES

Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

14. SEVERABILITY

If any term, condition, covenant, provision or part thereof of this Agreement is, or is declared, invalid, void or unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

15. INTEGRATION

This Agreement represents the complete and entire understanding between the parties as to those matters contained herein. No prior oral or written understanding, except as expressly provided herein, shall be of any force or effect with respect to those matters covered herein. This Agreement may only be modified or amended in writing, signed by all parties, except as otherwise specifically provided herein.

16. NOTICES

Notices to either party shall be deemed to have been provided by depositing the same, postage prepaid, with the United States Postal Service, addressed as follows:

City of Visalia
[Contact]
[Address]

Self-Help Enterprises
Thomas J. Collishaw, President/CEO
PO Box 6520
Visalia CA 93290

17. MISCELLANEOUS PROVISIONS

- A. Non-Discrimination: SHE shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, or sex in the performance of this Agreement. SHE shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement.
- B. Firearms Prohibited: Guns may not be carried by contractors/vendors/consultants while working on City of Visalia premises without the expressed written approval of a City of Visalia Department Head, or an exemption in the contract. If a contractor/vendor/consultant is caught carrying a gun, without City permission, their contract will be terminated.
- C. Asbestos and Hazardous Materials: In providing its services hereunder, SHE shall not be responsible for identification, handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the Project. In the event the City becomes aware of the presence of asbestos or hazardous material at the jobsite, City shall be responsible for complying with all applicable federal and state rules and regulations, and shall immediately notify SHE, who shall then be entitled to cease any of its services that may be affected by such presence, without liability to SHE arising therefrom.
- D. Successors and Assigns: This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.
- E. Prohibition of Assignment: Neither the City nor SHE shall assign, delegate, or transfer their rights and duties in this Agreement without the written consent of the other party.
- F. Attorney's Fees: In the event either party commences any action, arbitration, or legal proceedings for the enforcement of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recovery of its attorney's fees and court costs incurred in the action brought thereon.
- G. Construction: This Agreement is the product of negotiation and compromise on the part of each party and the parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the party causing the uncertainty to exist.
- H. Authority: Each signatory to this Agreement represents that it is authorized to enter into this Agreement and to bind the party to which its signature represents.
- I. Headings: Section headings are provided for organizational purposes only and do not in any manner affect the scope or intent of the provisions thereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

Attest

CITY OF VISALIA

Officer Title

Date \

SELF-HELP ENTERPRISES

Thomas J. Collishaw, President/CEO

Date \

Attachments:

- A. Scope of Work
- B. SHE Charge Rates