

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is entered into this 16th day of August, 2023 by and between the FRESNO COUNTY TRANSPORTATION AUTHORITY, a local agency of the State of California (hereinafter referred to as "AUTHORITY"), and _____, a California corporation (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the AUTHORITY has a need for specialized services including technical assistance and consultation on matters related to executive employment recruitment on behalf of the AUTHORITY; and

WHEREAS, the CONSULTANT was selected on the basis of a competitive selection process including issuance by AUTHORITY of a request for proposals ("RFP"); and

WHEREAS, the CONSULTANT has represented in its Response to the RFP ("RFP Response") that its staff is qualified to perform those services and is willing to perform such services pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, it is agreed by the parties hereto as follows:

AGREEMENT

1. The AUTHORITY hereby engages the CONSULTANT to perform certain specialized services as an independent contractor and not as an agent or employee of the AUTHORITY.

2. The CONSULTANT shall perform the duties and tasks as specified on pages _____ of its RFP Response, a true and correct copy of which is attached hereto as Exhibit "A," and incorporated by this reference as though set forth in full herein.

3. The AUTHORITY agrees to pay and the CONSULTANT agrees to accept as full compensation for the services to be rendered by CONSULTANT as set forth herein, the total lump sum amount _____ payable in four (4) progress payment installments as more thoroughly provided in the immediately following Section 4 of this Agreement, for CONSULTANT's services during the term hereof regardless of the amount of time expended or costs incurred by CONSULTANT, in order to faithfully and fully perform all of its duties and tasks required hereunder. Travel, meals, and lodging expenses, if any, and all other expenses incidental to CONSULTANT's performance of its services to be provided hereunder shall be borne entirely by CONSULTANT and are deemed to be included as part of CONSULTANT's fee.

4. Compensation for the services provided by CONSULTANT hereunder shall be payable in four (4) installments, as progress payments upon successful completion of each of the following four (4) milestones, as follows:

Progress Milestone and Installment Payment Due

Work Element/Milestone	Percentage of Overall Payment	Payment Amount
Tasks 1 -- 3	25%	
Task 4	25%	
Task 5	25%	
Completion of Executive Search Process Culminating in Hiring of Executive Director	25%	

Each progress payment installment for the services described herein shall be made following receipt by the AUTHORITY's on-site Contract Administrator of the corresponding invoice and certification from CONSULTANT of successful completion of the progress milestone, together with any and all written reports required during that time period, consistent with the description of CONSULTANT's services set forth in Exhibit "A".

5. CONSULTANT shall mail the invoice and the certification to:

FRESNO COUNTY TRANSPORTATION AUTHORITY
ATTN: Executive Director
2220 Tulare Street, Suite 2101
Fresno California 93721

AUTHORITY shall promptly review, and upon approval of such invoice, make payment in the amount billed; provided, however, that the AUTHORITY shall have reasonable access to CONSULTANT's accounts and records, including but not limited to those set forth in Sections 6 and 7 of this Agreement, for the purpose of auditing said invoice.

6. CONSULTANT shall at any time during regular business hours, which shall be defined herein as from 8:00 a.m. to 5:30 p.m., Monday through Friday, with the exception of any federal Bank holiday, and as often as the AUTHORITY may deem necessary, make available to the AUTHORITY for examination all of its records and data with respect to the matters covered by this Agreement. The CONSULTANT shall, upon request by the AUTHORITY, permit the AUTHORITY to audit and inspect all of such records and data necessary to ensure CONSULTANT's compliance with the terms of this Agreement.

7. CONSULTANT shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment of consideration by AUTHORITY to CONSULTANT under this Agreement (Government Code § 8546.7).

8. Any and all reports required under this Agreement shall be delivered timely and pursuant to this Agreement to:

FRESNO COUNTY TRANSPORTATION AUTHORITY
ATTN: Executive Director
2220 Tulare Street, Suite 2101
Fresno California 93721

9. The AUTHORITY, at its sole option and with or without cause may terminate this Agreement at any time upon written notice. CONSULTANT shall cease work upon AUTHORITY'S request, whereupon payment shall be pro-rated according to the work satisfactorily completed based on the hourly rate noted above. Termination by AUTHORITY shall cause AUTHORITY to be relieved of the payment of any consideration to the CONSULTANT, should CONSULTANT fail to perform the services herein covenanted and contained at the time and in the manner provided herein. In no event shall any payment by AUTHORITY constitute a waiver by the AUTHORITY of any breach of this Agreement or any default which may then exist on the part of CONSULTANT, nor shall such payment impair or prejudice any remedy available to the AUTHORITY with respect to a breach or default. The AUTHORITY shall have the right to demand of CONSULTANT the repayment to AUTHORITY of any funds disbursed to CONSULTANT under this Agreement, which in the judgment of the AUTHORITY were not expended in accordance with the terms of this Agreement. The CONSULTANT shall promptly refund any such funds upon demand.

10. Unless terminated sooner, as provided herein, this Agreement shall expire in twelve (12) months from the date first above written. AUTHORITY shall have the sole right, but shall have no obligation, to renew this Agreement annually.

11 The CONSULTANT's rights and obligations under this Agreement shall not be assigned, transferred, or subcontracted, either in whole or in part, without the prior express written consent of AUTHORITY.

12. The CONSULTANT covenants, warrants and represents that it has no interest, present or contemplated, in property or development thereof affected by this Agreement.

13. CONSULTANT agrees to indemnify, save, hold harmless and at the AUTHORITY's request, defend the AUTHORITY, its officers, agents and employees from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to AUTHORITY in connection with the performance, or failure to perform, by CONSULTANT, its officer, agents or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of CONSULTANT, its officers, agents or employees under this Agreement.

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

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to AUTHORITY employees. CONSULTANT shall

be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, CONSULTANT shall be solely responsible and save AUTHORITY harmless from all matters relating to payment of CONSULTANT's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to the AUTHORITY or to this Agreement.

15. Without limiting the AUTHORITY'S right to obtain indemnification from CONSULTANT or any third parties, CONSULTANT, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

a. The CONSULTANT shall purchase and maintain in force from the inception of this Agreement and throughout this Agreement a policy of automobile liability insurance with the limits of not less than ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00) per person, THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$300,000.00) per occurrence, and FIFTY THOUSAND DOLLARS AND NO CENTS (\$50,000.00) property damage. A policy of combined single limits but not less than THREE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$300,000.00) shall be deemed to meet the automobile insurance requirement.

b. CONSULTANT shall provide in a timely manner, upon request by AUTHORITY, certificates of insurance on the foregoing policy as required herein, to AUTHORITY together with a writing or writings pertaining thereto and stating that such insurance coverage has been obtained and is in full force; that the AUTHORITY, its officers, agents and employees will not be responsible for any premiums on the policy; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days' advance, written notice given to AUTHORITY.

c. In the event CONSULTANT fails to keep in effect at all times the insurance coverage as herein provided, the AUTHORITY may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

16. The persons and their addresses having authority to give and receive notices under this Agreement include the following:

AUTHORITY

Denise DiBenedetto, Contracts Administrator
Fresno County Transportation Authority
2220 Tulare Street, Suite 2101
Fresno, CA 93721

CONSULTANT

Any and all notices between the AUTHORITY and the CONSULTANT provided for or permitted

under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party.

17. This Agreement shall be governed by California law. Venue for any action arising under this Agreement shall be only in Fresno County, California.

18. This Agreement constitutes the entire agreement between the CONSULTANT and AUTHORITY with respect to the subject matter herein and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement..

19. It is expressly and mutually understood and agreed that no alterations to or variations in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

20. Time is of the essence with regard to each and all of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, effective as of the day and year first hereinabove written.

FRESNO COUNTY TRANSPORTATION
AUTHORITY ("AUTHORITY")

CONSULTANT

By _____
Ernest Buddy Mendes, Chairman

By _____
Chief Executive Officer

REVIEWED AND RECOMMENDED
FOR APPROVAL

By _____
Mike Leonardo
Executive Director

APPROVED AS TO LEGAL FORM:
Daniel C Cederborg, County Counsel

By _____
Alison Samarin, Deputy County
Counsel / Authority Counsel

APPROVED AS TO ACCOUNTING FORM

By _____
Oscar J. Garcia C.P.A.
Auditor-Controller/Treasurer-Tax Collector

EXHIBIT A

STATEMENT OF CONSULTANT 'S DUTIES

The scope of CONSULTANT's duties is set forth in detail by the listing of seventeen (17) separately identified tasks at pages 6 – 11 of CONSULTANT's RFP Response, in the section thereof which is entitled "Approach and Methodology," a true and correct copy of which has been excerpted therefrom and is set forth in its entirety in the remaining pages of this Exhibit "A".