



MEETING DATE: January 22, 2025

AGENDA ITEM: 7. Agreement for Professional Services: TCE Solutions Inc.

FROM: Ryan Bonk

RE: Agreement for Professional Services: TCE Solutions Inc.

EXECUTIVE SUMMARY:

The City has engaged TCE Solutions Inc. to provide professional services for Senior Code Enforcement Services for Fiscal Year 2024-2025.

BACKGROUND:

On 07/10/2024 the City Council approved the professional services agreement with CSG Consultants, Inc. at a not to exceed value of \$15,000 for assistance with code enforcement until the City hired and trained an individual. This contract was terminated by the City due to various reasons.

In August of 2024, the City hired a part time Public Engagement Officer to address code enforcement. Given the volume and complexity of code enforcement activities, the staff has determined that additional professional services for these complex activities is warranted.

At this time, staff is requesting a professional services agreement for Senior Code Enforcement Services to be provided onsite bi-monthly through June 2025.

FISCAL IMPACT:

The agreement will be in effect for fiscal year 2024-2025.

Budget Breakdown:

Adopted Budget Fiscal Year 2024-2025: \$10,000

Not to Exceed Services Council Approval 07/10/2024: \$15,000

YTD Spend: \$12,902.50 *(Includes \$4,000 in towing costs that may be covered by abandoned vehicle abatement funds)*

Estimated Balance: \$12,097.50

TCE Solutions Inc. Not To Exceed: \$12,000

The proposed professional services agreement is within budget.

RECOMMENDATION:

Staff recommends that City Council approve the agreement for professional services with TCE Solutions Inc.

ATTACHMENTS:

- A. TCE SOLUTIONS PROFESSIONAL SERVICES AGREEMENT FY2024-2025-PSA-001 FINAL

**AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF PORTOLA
P.O. Box 1225
35 Third Avenue
Portola, California 96122
Telephone (530) 832-6800**

Date: January 22, 2025

Project Name: Senior Code Enforcement Services- Fiscal Year 2024-2025

City of Portola Project No.: FY2024-2025-PSA-001

CONSULTANT:

TCE Solutions Inc.
PO Box 1562
Salinas, CA 93902
Irma S. Gowin
igowin@tcesolutions.net

The terms of this Agreement are contained in the body of the agreement and in Attachments A through C. Each attachment is incorporated herein by reference and becomes an integral part of this Agreement between the parties when the Agreement is signed. IN THE EVENT THAT THERE IS ANY INCONSISTENCY BETWEEN TERMS AND PROVISIONS IN THE BODY OF THIS AGREEMENT AND TERMS AND CONDITIONS IN THE ATTACHMENTS, THE TERMS AND PROVISIONS IN THE BODY OF THIS AGREEMENT CONTROL OVER ANY INCONSISTENT TERM OR PROVISION IN THE ATTACHMENTS.

For your protection, make sure that you read and understand all provisions before signing.

Instructions: Sign and return original. Upon acceptance by the City of Portola (“CITY”), a copy will be signed by the CITY’s authorized representative and returned to you. Insert the name/s of your authorized representative(s) in the place provided.

1.0 TERM OF THE AGREEMENT

- 1.1 This AGREEMENT shall be effective on the date that it is executed by the CITY.
- 1.2 This AGREEMENT shall terminate on June 30, 2025, unless sooner terminated in accordance with Section 8.0
- 1.3 The CONSULTANT shall commence the performance of the DESCRIBED SERVICES immediately after the fee and schedule are agreed upon and a written Notice To Proceed is issued.

2.0 CONSULTANT'S OBLIGATIONS AND SCOPE OF WORK ATTACHMENT A

- 2.1 CONSULTANT shall provide the professional services which are described in ATTACHMENT A, hereinafter referred to as “DESCRIBED SERVICES.”
- 2.2 CONSULTANT shall perform all the tasks required to accomplish the DESCRIBED SERVICES in conformity with the applicable requirements of Federal, State and local laws in effect at the time that the scope of work is substantially completed by the CONSULTANT. The CONSULTANT shall comply with applicable standards of professional care in the performance of the DESCRIBED SERVICES. Where any circumstance exists for which the CONSULTANT must make a judgment that could result in a materially different change in condition, the CONSULTANT shall advise the CONTRACT OFFICER in advance and request specific direction.
- 2.3 The CONSULTANT shall, without additional compensation, correct or revise any DESCRIBED SERVICES that do not meet the standard of professional responsibility.
- 2.4 The CITY's review, approval or acceptance of, or payment for, the services required under this AGREEMENT shall not be construed to operate as a release or waiver of any rights of the CITY under this AGREEMENT or of any cause of action arising out of CONSULTANT's performance of this AGREEMENT, and CONSULTANT is responsible to the CITY for all damages to the CITY caused by the CONSULTANT's performance of any of the services under this AGREEMENT.
- 2.5 CONSULTANT shall maintain all of its records related to the project for a minimum of five (5) years from the date of final payment. CONSULTANT shall permit representatives of the CITY to review all project related records.

3.0 PAYMENT (ATTACHMENT B)

- 3.1 The amount of payment to the CONSULTANT for providing the DESCRIBED SERVICES is set forth in ATTACHMENT B. No payment shall be allowed for unless specifically described in ATTACHMENT B.

4.0 CITY'S OBLIGATIONS

- 4.1 The CITY'S City Manager **or a designated CITY Representative** shall serve as the CITY'S “CONTRACT OFFICER” for this AGREEMENT and has the authority to execute this AGREEMENT, direct the CONSULTANT, approve actions, request

changes, and approve additional services. Any obligation of the CITY shall be the responsibility of the CONTRACT OFFICER. Excepting the provisions pertaining to dispute resolution, no other party shall have any authority under this AGREEMENT unless specifically delegated in writing.

5.0 SUBCONTRACTING (ATTACHMENT C)

- 5.1 The name and location of the place of business of each SUB-CONSULTANT that CONSULTANT will use to perform work or render service to the CONSULTANT in performing this AGREEMENT is contained in ATTACHMENT C. No change to any SUB-CONSULTANT shall be made without the written approval of the CONTRACT OFFICER.
- 5.2 If CONSULTANT subcontracts for any of the work to be performed under this AGREEMENT, CONSULTANT shall be as fully responsible to the CITY for the acts and omissions of CONSULTANT's SUB-CONSULTANTS and for the persons either directly or indirectly employed by the SUB-CONSULTANTS, as CONSULTANT is for the acts and omissions of CONSULTANT and persons directly employed by CONSULTANT. Nothing contained in the AGREEMENT shall create any contractual relationship between any SUB-CONSULTANT of the CONSULTANT and the CITY. CONSULTANT shall bind every SUB-CONSULTANT to the terms of the AGREEMENT applicable to the CONSULTANT's work unless specifically noted to the contrary in the subcontract in question and approved in writing by the CONTRACT OFFICER.
- 5.3 The CITY may unilaterally reduce the scope of work to be performed by the CONSULTANT. Upon doing so, the CITY and CONSULTANT agree to meet and confer in good faith to negotiate a deductive change order.

6.0 CHANGES TO THE SCOPE OF WORK

The CONSULTANT shall not perform work in excess of the DESCRIBED SERVICES without the prior written approval of the CONTRACT OFFICER. All requests for extra work shall be by written Change Order submitted to the CONTRACT OFFICER and signed prior to the commencement of such work. Fees for additional work will be negotiated on a fixed fee basis.

7.0 VERBAL AGREEMENT OR CONVERSATION

No verbal agreement or conversation with any officer, agent or employee of the CITY, either before, during or after the execution of this AGREEMENT, shall affect or modify any of the terms or obligations herein contained nor shall such verbal agreement or conversation entitle CONSULTANT to any additional payment whatsoever unless approved by the CONTRACT OFFICER.

8.0 TERMINATION OF AGREEMENT

- 8.1 In the event of the CONSULTANT's failure to prosecute, deliver, or perform the DESCRIBED SERVICES the CITY may terminate this AGREEMENT for cause by notifying CONSULTANT by certified mail of said termination. Thereupon, CONSULTANT shall cease work and within five (5) working days, assemble all documents owned by the CITY and in CONSULTANT's possession, and deliver said documents to the CITY, and ensure that all work in progress is placed in a safe and protected condition. The CONTRACT OFFICER shall make a determination of the percentage of work that CONSULTANT has performed that is usable and of worth to the CITY. Based upon that finding, the CONTRACT OFFICER shall determine any final payment due to CONSULTANT.
- 8.2 This AGREEMENT may be terminated by the CITY, without cause, upon the giving of fifteen (15) days' written notice by certified mail to the CONSULTANT. Prior to the fifteenth (15th) day following the giving of the notice, the CONSULTANT shall cease work, assemble all documents owned by the CITY and in CONSULTANT'S possession and deliver said documents to the CITY, and ensure that all work in progress is placed in a safe and protected condition. The CONTRACT OFFICER shall make a determination of the percentage of work that CONSULTANT has performed that is usable and of worth to the CITY. Based upon that finding, the CONTRACT OFFICER shall determine any final payment due to CONSULTANT.
- 9.0 **PROFESSIONAL RELATIONSHIP.** CONSULTANT shall serve as the CITY'S professional representative.
- 10.0 **PARTIES TO ACT IN GOOD FAITH.** CITY and CONSULTANT agree to cooperate with each other in order to fulfill their responsibilities and obligations under this Agreement. Both CITY and CONSULTANT shall endeavor to maintain good working relationships among members of the project team.
- 11.0 **LIMITATION ON DIRECTIVES TO CONSULTANT.** CONSULTANT shall not accept direction or orders from any person other than the CONTRACT OFFICER or the person(s) whose name(s) is (are) inserted on Page 9 as "other authorized representative(s)."
- 13.0 **CHANGES IN SCOPE OF WORK--EXTRA SERVICES.** CITY agrees that if CITY requests services not specified in the scope of services described in this Agreement, CITY will pay for all such additional services as extra services, in accordance with CONSULTANT's billing rates utilized for this agreement. Any change in the scope of the professional services to be done, method of performance, nature of materials or price thereof, or to any other matter materially affecting the performance or nature of the professional services will not be paid for or accepted unless such change, addition or deletion is approved in advance, in writing by a supplemental agreement executed by the

CITY's "authorized representative(s)". CONSULTANT's "authorized representative(s)" has (have) the authority to execute such written change for CONSULTANT.

- 14.0 **PERMITS.** Permits required by governmental authorities will be obtained at the Owners expense, and CONSULTANT will comply with applicable local, state, and federal regulations and statutes including Cal/OSHA requirements.
- 15.0 **TERMS OF PAYMENT.** Payment, unless otherwise specified in Attachment B, is to be thirty (30) days after acceptance by the CITY. For basic service performed by the CONSULTANT, the CITY shall pay the CONSULTANT in accordance with monthly statements submitted by the CONSULTANT. Payment for extra services shall be based on monthly statements submitted by the CONSULTANT for the extra services performed by the CONSULTANT during the preceding month. The CONSULTANT shall be paid interest on payments due from the CITY which are not received within thirty (30) days of the date of billing. The interest rate shall be one percent (1%) per month on the unpaid balance or the maximum legal rate that the CITY can pay, whichever is less.
- 16.0 **INDEMNIFICATION.** CONSULTANT shall defend, indemnify and hold the CITY, its elected and appointed officials, officers, employees, and authorized volunteers harmless from losses, liabilities, expenses, including reasonable attorney's fees, damages and costs arising out of personal injury, death, or property damage, but only to the extent such losses, liabilities, expenses, damages and costs arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of CONSULTANT under this Agreement. CONSULTANT shall also defend **itself** against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of CONSULTANT'S performance or non-performance of the work hereunder, and CONSULTANT shall not tender such claims to CITY nor to its elected or appointed officials, officers, employees, or authorized volunteers, for defense or indemnity. Further, as respects CONSULTANT'S operations (as opposed to CONSULTANT'S professional services), CONSULTANT shall also provide the CITY a defense, and indemnify and hold the CITY harmless from losses, liabilities, expenses, including reasonable attorney's fees, damages and costs through and as an additional insured to CONSULTANT'S commercial general liability policy.
- 17.0 **WORKERS' COMPENSATION INSURANCE.** By his/her signature hereunder, CONSULTANT certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONSULTANT will comply with such provisions before commencing the performance of the professional services under this Agreement. CONSULTANT and SUB-CONSULTANTS will keep workers' compensation insurance for their employees in effect during all work covered by this agreement.

- 18.0 **PROFESSIONAL LIABILITY INSURANCE.** CONSULTANT will file with the CITY, before beginning professional services, a certificate of insurance satisfactory to the CITY evidencing professional liability coverage of not less than \$1,000,000 per claim and annual aggregate, requiring thirty (30) days' notice of cancellation (10 days for non-payment of premium) to the CITY. Any insurance, self-insurance or other coverage maintained by the CITY, its elected and appointed officials, officers, employees, or authorized volunteers shall not contribute to it. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A-:VII, or equivalent, or as otherwise approved by the CITY. The retroactive date (if any) is to be no later than the effective date of this Agreement. In the event that the CONSULTANT employs other CONSULTANTS (SUB-CONSULTANTS) as part of the work covered by this agreement, it shall be the CONSULTANT's responsibility to require and confirm that each SUB-CONSULTANT meets the minimum insurance requirements specified above.
- 19.0 **GENERAL LIABILITY INSURANCE.** CONSULTANT will file with the CITY, before beginning professional services, certificates of insurance satisfactory to the CITY evidencing general liability coverage of not less than \$1,000,000 per occurrence (\$2,000,000 general and products-completed operations aggregate (if used)) for bodily injury, personal injury and property damage; auto liability of at least \$1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability (\$1,000,000) (if applicable); requiring thirty (30) days (ten (10) days for non-payment of premium) notice of cancellation to the CITY. Any insurance, self-insurance or other coverage maintained by the CITY, its elected and appointed officials, officers, employees, or authorized volunteers shall not contribute to it. The general liability coverage shall give the CITY, its elected and appointed, officers, employees, and authorized volunteers insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage is to be placed with a carrier with an A.M. Best rating of no less than A- :VII, or equivalent, or as otherwise approved by the CITY. In the event that the CONSULTANT employs other CONSULTANTS (SUB-CONSULTANTS) as part of the work covered by this agreement, it shall be the CONSULTANT's responsibility to require and confirm that each SUB-CONSULTANT meets the minimum insurance requirements specified above.
- 20.0 **CONTINUATION OF INSURANCE COVERAGE.** If any of the required coverages expire during the term of this Agreement, the CONSULTANT shall deliver the renewal certificate(s) including the general liability additional insured endorsement to the CITY at least ten (10) days prior to the expiration date.
- 21.0 **CONFLICT OF INTEREST.** CONSULTANT agrees that it will not undertake work for any other principal or client which could pose a conflict of interest or provide for the utilization of the experience, knowledge and work product produced as a result of this Agreement for the benefit of a party whose interests may be adverse to those of the CITY. CONSULTANT agrees that it will not undertake work in which a conflict of interest may arise for a period of ten (10) years after the date of execution of this Agreement without first exploring the nature of the work and the potential for conflict of

interest with the interest of the CITY or potential disadvantageous results of the undertaking or the utilization of the CITY's work products. If the CITY reasonably determines that there could be a conflict of interest or will be a conflict of interest, CONSULTANT agrees not to undertake such work or to offer to perform such work until the issue has been resolved by arbitration if CONSULTANT shall disagree. The arbitration shall be conducted in an expeditious fashion so that CONSULTANT shall not be barred or prevented by time lapses from making offers of proposals or being considered in regard to the performance of that work.

22.0 **WORK PRODUCT.** CONSULTANT agrees that if any work product involves the development of methodologies, computer programs, or statistical or data gathering methodology, that work product methodology, computer program, coding system, or similar method for gathering, compiling or appraising data shall be a portion of the work product of CONSULTANT which is owned by and shall be provided to CITY upon its request. CONSULTANT agrees that CITY, upon payment in full for services rendered and expenses incurred, shall be entitled to all photographs, notes, maps, calculations, observations, computer programs, runs or compilations, statistics, preliminary design, final design, work drawings, shop drawings or calculations, or any and all other "work product" of CONSULTANT, and upon early termination or termination in due course or thereafter, may request that such materials may be copied and the copies retained by CONSULTANT and the originals provided to CITY. Any use, re-use or modification of CONSULTANT'S instruments of service without CONSULTANT'S participation shall be at CITY'S sole risk, and CITY agrees to indemnify, defend and hold CONSULTANT harmless from any claims, liabilities, damages or expenses, including reasonable attorney's fees, to the extent arising out of such use, re-use or modification. CITY shall also receive any and all documentation on computer diskette compatible with CITY word processing or other computer programs, including input data as well as output data. The reasonable costs of copying shall be a Project Cost payable by the CITY. Files in electronic media format or text, data, graphic or other types that are furnished by CONSULTANT to the CITY are only for convenience of the CITY. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by consultant at the beginning of this assignment.

23.0 **DISCLOSURE OF USE OF WORK PRODUCT OR CONSULTANT.** CITY and CONSULTANT agree that in performing the work, CONSULTANT will gain information, experience and methodologies which may be usable in other work of CONSULTANT, so long as that other work does not cause a conflict of interest or work to the disadvantage of CITY. The CITY will have no claims for the monetary value of the experience, methodology, or use of the work methods for other work undertaken by the CONSULTANT. However, CONSULTANT agrees that it will not publish any

articles, provide any interview, make public comments, or supply copies of any work product of CONSULTANT done for CITY except in accordance with valid legal process served upon it or pursuant to the written direction of CONSULTANT. In those circumstances in which the CITY notifies CONSULTANT in writing that a matter shall be treated as subject to this provision until further order of the CITY, CONSULTANT will not provide any of this work product to any third party. CITY is a governmental entity and may be subject to the Public Records Act, Freedom of Information Act, or other terms and provisions of the law, depending upon the circumstances. CONSULTANT agrees that the determination of that applicability shall be solely within the authority of CITY, and CONSULTANT shall not make work product or other materials available to third parties or other governmental agencies unless directed to do so by CITY. The purpose of this provision is to establish a method to provide persons or agencies public information that they are entitled to receive while keeping uniform records about the availability of such materials, the dates that such information is provided to persons entitled to receive it, and to ensure that complete response is made to valid legal requests for information, whether pursuant to administrative, legal or Public Records Act requests. Nothing in this Agreement shall render the records, documents or materials of CONSULTANT as a public record available for inspection or review, except to the extent required by law.

24.0 DISPUTE RESOLUTION

- 24.1 THE PARTIES AGREE THAT IF ANY DISPUTE SHOULD ARISE UNDER THE TERMS AND PROVISIONS OF THIS AGREEMENT, THE PARTIES AGREE FIRST TO TRY, IN GOOD FAITH, TO SETTLE THE DISPUTE BY MEDIATION, BEFORE RESORTING TO ARBITRATION. THE COSTS OF MEDIATION SHALL BE BORNE EQUALLY BY THE PARTIES. NEITHER PARTY SHALL FILE LEGAL ACTION WITHOUT FIRST MEETING IN MEDIATION AND MAKING A GOOD FAITH ATTEMPT TO REACH A MEDIATED RESOLUTION. THE MEDIATION SHALL BE CONDUCTED IN TRUCKEE, CALIFORNIA, UNLESS THE PARTIES AGREE TO CONDUCT IT IN A DIFFERENT LOCATION. IF, FOR ANY DISPUTE OR CLAIM TO WHICH THIS PARAGRAPH APPLIES, ANY PARTY COMMENCES ARBITRATION OR COURT ACTION WITHOUT FIRST ATTEMPTING TO RESOLVE THE MATTER THROUGH MEDIATION OR REFUSES TO MEDIATE AFTER A WRITTEN REQUEST HAS BEEN MADE, THEN THAT PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEY FEES, EVEN IF THEY WOULD OTHERWISE BE AVAILABLE TO THAT PARTY IN ANY SUCH ACTION. IF THE DISPUTE IS NOT SETTLED BY MEDIATION, THE DISPUTE SHALL BE RESOLVED BY ARBITRATION.
- 24.2 THE DETERMINATION OF THE ARBITRATOR WILL BE FINAL AND BINDING UPON EACH PARTY AND EACH PARTY SPECIFICALLY WAIVES ANY RIGHT TO CLAIM THAT THE ARBITRATOR HAS EXCEEDED THE SCOPE OF THE ARBITRATION, HAS DISREGARDED EVIDENCE OR PRINCIPLES OF LAW, AND FURTHER WAIVES ANY RIGHT TO DISCLAIM THE QUALIFICATIONS OR

FUNCTION OF THE ARBITRATOR IN ANY MANNER WHATSOEVER.. THE MEDIATION SHALL BE CONDUCTED IN TRUCKEE, CALIFORNIA, UNLESS THE PARTIES AGREE TO CONDUCT IT IN A DIFFERENT LOCATION.

- 24.3 APPOINTMENT OF THE ARBITRATOR SHALL BE MADE BY MUTUAL AGREEMENT OF THE PARTIES. IF THE PARTIES CANNOT AGREE UPON THE IDENTIFICATION OF THE ARBITRATOR WITHIN THIRTY (30) DAYS FROM THE MAILING OF THE OBJECTION, A PETITION FOR APPOINTMENT OF ARBITRATOR SHALL BE FILED WITH THE SUPERIOR COURT OF THE COUNTY OF NEVADA.
- 24.4 THE ARBITRATOR'S FEES AND FEES AND COSTS OF PETITIONING FOR THE APPOINTMENT OF THE ARBITRATOR SHALL BE PAID BY ONE OR BOTH PARTIES TO THE ARBITRATION IN ACCORDANCE WITH THE DETERMINATION OF THE ARBITRATOR AS TO THE FAIR APPORTIONMENT OF SUCH FEES AND COSTS. THE ARBITRATOR UPON RENDERING ITS AWARD SHALL DETERMINE THE PARTY THAT PREVAILED BASED UPON WRITTEN STATEMENTS MADE BY EACH PARTY AT THE COMMENCEMENT OF THE ARBITRATION AS TO THE POSITION OF THE PARTIES AND THEIR ALTERNATIVES FOR SETTLING THE MATTER. A STATEMENT OF A PROPOSED SETTLEMENT SHALL NOT BE BINDING UPON ANY PARTY AND SHALL NOT BE CONSIDERED AS EVIDENCE BY THE ARBITRATOR EXCEPT TO THE EXTENT THAT THE ARBITRATOR UPON MAKING ITS SOLE AND INDEPENDENT DETERMINATION SHALL DETERMINE THE PARTY WHICH PREVAILED BASED UPON THE PROPOSALS FOR SETTLEMENT OF THE MATTER MADE BY EACH PARTY AND SHALL DETERMINE THAT THE NON-PREVAILING PARTY SHALL PAY SOME OR ALL OF THE COSTS OF ARBITRATION INCLUDING ANY COSTS INCURRED BY THE ARBITRATOR AND IN EMPLOYING EXPERTS TO ADVISE THE ARBITRATOR IN REGARD TO SPECIFIC SUBJECTS OR QUESTIONS. THE ARBITRATOR MAY FURTHER AWARD THE COST OF ATTORNEYS' FEES OR EXPERT WITNESSES CONSULTED OR EMPLOYED IN THE PREPARATION OR PRESENTATION OF EVIDENCE TO THE ARBITRATOR BY THE PREVAILING PARTY IF, IN THE ARBITRATOR'S DETERMINATION, THE POSITION OF THE NON-PREVAILING PARTY WAS NOT REASONABLY TAKEN OR MAINTAINED OR WAS BASED UPON A FAILURE TO PROPERLY EXCHANGE OR COMMUNICATE INFORMATION WITH THE PREVAILING PARTY IN REGARD TO THE SUBJECT SUBMITTED TO ARBITRATION.
- 24.5 THE ARBITRATOR'S DETERMINATION MAY FURTHER PROVIDE FOR PROSPECTIVE ENFORCEMENT AND DIRECTIONS FOR THE PARTIES TO COMPLY WITH. UNDER SUCH CIRCUMSTANCES, THE ARBITRATOR'S AWARD SHALL BE BINDING UPON THE PARTIES AND SHALL BE UNDERTAKEN AND PERFORMED BY EACH OF THE PARTIES UNTIL SUCH TIME AS THE ARBITRATOR'S DIRECTIONS TO THE PARTIES SHALL LAPSE

BY THEIR TERMS, OR THE ARBITRATOR SHALL NOTIFY THE PARTIES THAT THOSE TERMS ARE NO LONGER IN FORCE OR EFFECT, OR SHALL MODIFY THOSE TERMS.

- 25.0 **FORCE MAJEURE.** If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, labor troubles, inability to procure materials, restrictive governmental laws or regulations of the United States or any state or political subdivision thereof or other cause without fault and beyond the control of the party obligated, specifically excepting any asserted financial difficulty including fluctuations of local and national economics, and fluctuations in the price of precious metals, performance of such act shall be excused for the period equivalent to the period of such delay, specifically provided that the total period(s) of delay permitted under this paragraph will not exceed five (5) years.
- 26.0 **SEVERABILITY.** If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement shall be valid and binding on CITY and CONSULTANT.
- 27.0 **CHOICE OF LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- 28.0 **NO ASSIGNMENT.** CONSULTANT shall not assign this Agreement without the prior written consent of the CONTRACT OFFICER.
- 29.0 **WHOLE AND ENTIRE AGREEMENT.** This Agreement contains the entire agreement between CITY and CONSULTANT relating to the project and the provision of services for the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both CITY and CONSULTANT.
- 30.0 **NO WAIVER OR DISCLAIMER.** CITY's or CONSULTANT's waiver of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant. CITY's or CONSULTANT's waiver of any breach of this Agreement shall not constitute the waiver of any other breach of the Agreement.
- 31.0 **BINDING UPON HEIRS, SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of CITY and CONSULTANT.
- 32.0 **STATUS OF CONSULTANT.** CONSULTANT shall perform the services provided for herein in a manner of CONSULTANT's own choice, as an independent contractor and in pursuit of CONSULTANT's independent calling, and not as an employee of the CITY. CONSULTANT shall be under control of the CITY only as to the result to be accomplished and the personnel assigned to the project. CONSULTANT shall confer

with the CITY at a mutually agreed frequency and inform the CITY of incremental work/progress as well as receive direction from the CITY.

- 33.0 **ASSIGNMENT OF CONTRACT AND NAMED INDIVIDUALS.** CONSULTANT agrees that the individuals named below shall be personally assigned to the PROJECT to provide supervision and have responsibility for the work during the entire term of this AGREEMENT. No substitutions to these named individuals shall be made without prior approval of the Contract Officer:
- 34.0 **COVENANT AGAINST CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this AGREEMENT, and that CONSULTANT has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right to terminate this AGREEMENT without liability, or, at the CITY's discretion to deduct from the AGREEMENT price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- 35.0 **ACCOUNTING RECORDS.** CONSULTANT shall keep records of the direct reimbursable expenses pertaining to the DESCRIBED SERVICES and the records of all accounts between the CONSULTANT and SUB-CONSULTANT. CONSULTANT shall keep such records on a generally recognized accounting basis. These records shall be made available to the Contract Officer, or the Contract Officer's authorized representative, at mutually convenient times, for a period of five (5) years from the completion of the work.
- 36.0 **NOTICES**

Any notices to be given under this AGREEMENT, or otherwise, shall be served by First Class mail.

The address of the CITY, and the proper person to receive any notice on the CITY's behalf, is:

City of Portola
P.O. Box 1225
35 Third Avenue
Portola, California 96122
ATTN: Ryan Bonk, City Manager
TEL. NO. (530) 832-6800

The address of the CONSULTANT, and the proper person to receive any notice on the CONSULTANT's behalf, is:

TCE Solutions Inc.	
P.O. Box 1562	
Salinas, CA 93902	
ATTN: Irma Gowin, President/CEO	
Email: igowin@tcesolutions.net	
Tel. No. (831) 214-7764	

37.0 PERIODIC REPORTING REQUIREMENTS

The CONSULTANT shall provide a written status report of the progress of the work on a monthly basis that shall accompany the CONSULTANT’s payment invoice. The status report shall, as a minimum, report the work accomplished to date, describe any milestones accomplished, show and discuss the results on any testing or exploratory work, provide a schedule update, and if not in accordance with the original schedule, describe how the CONSULTANT intends to get back on the original schedule. The status report shall also describe any problems or recommendations to increase the scope of the work and provide any other information which may be requested by the CITY.

ACCEPTED:

	CITY OF PORTOLA		CONSULTANT	
	Signature		Signature	
By:	Ryan N. Bonk		By:	Irma Gowin
Title:	City Manager		Title:	President/CEO
Co:	City of Portola		Co:	TCE Solutions Inc.
Other authorized representative(s):			Other authorized representative(s):	

- ATTACHMENT A - SCOPE OF WORK
- ATTACHMENT B - PAYMENT FOR SERVICES
- ATTACHMENT C - LISTING OF SUB-CONSULTANTS

ATTACHMENT A

PROJECT NAME: Senior Code Enforcement Services- Fiscal Year 2024-2025

PROJECT NO.: FY2024-2025-PSA-001

SCOPE OF WORK

TCE Solutions Inc. will assist the City in code enforcement, working in conjunction with the City's Public Engagement Officer, in all levels of code enforcement duties providing support and guidance to meet the complex demands of the City which include the following:

- a. Address current and/or outstanding cases with either health and/or safety concerns
- b. Address additional issues that involve blight and visual impacts
- c. Utilize common tools for code enforcement including administrative remedies
- d. Focus on early notification of appropriate parties
- e. Use of courtesy notices, door hangers, and verbal communication as the initial approach
- f. Focus on inoperative and abandoned vehicle issues to ensure proper abatement actions as needed
- g. Additional training and implementing regulations set up through the local vehicle authority in accordance with CHP HP 87-1 guidelines
- h. Additional training, assistance, and guidance on complex code enforcement cases
- i. Review the internal documentation process and offer recommendations to current policies where possible

The above dictated scope of work is not meant to be all inclusive. At the request of the CONTRACT OFFICER, additional duties may be assigned to the scope of work upon agreement between the parties as described in this agreement.

ATTACHMENT B

PROJECT NAME: Senior Code Enforcement Services- Fiscal Year 2024-2025

PROJECT NO.: FY2024-2025-PSA-001

PAYMENT FOR SERVICES

A. PAYMENT FOR SERVICES: Payments to the CONSULTANT for the DESCRIBED SERVICES shall be made in the form of monthly advances due for hours of services provided. The hours of services provided shall be assessed by the sole discretion of the CONTRACT OFFICER or designated representative. The original invoice shall be provided for any subcontracted services. Normal processing time for payments is thirty (30) days.

ROLE	FY 24-25 ALL INCLUSIVE FEE / HOURLY RATE
Senior Code Enforcement Officer	\$80

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, and office expenses. Should the scope of work change or circumstances develop which necessitate special handling, we will notify the City prior to proceeding. On July 1 of each year, TCE Solutions Inc. will initiate an hourly rate increase based on the annual percentage change in CPI for the applicable region. TCE Solutions Inc. will mail an invoice at the beginning of every month for services rendered during the previous month. Unless otherwise agreed, payment terms are 30 days from receipt of invoice.

TOTAL NOT TO EXCEED FEE **\$ 12,000.00**

ATTACHMENT C

PROJECT NAME: Senior Code Enforcement Services- Fiscal Year 2024-2025

PROJECT NO.: FY2024-2025-PSA-001

LISTING OF SUB-CONSULTANTS

Listed below are all SUB-CONSULTANTS that the CONSULTANT plans to employ to perform work under this AGREEMENT. No change is allowed without the prior approval of the CONTRACT OFFICER.

SUB-CONSULTANTS are paid through the CONSULTANT.

SUB-CONSULTANT

SUB-CONSULTANT

SUB-CONSULTANT

SUB-CONSULTANT
