

Exhibit 'A'

**AGREEMENT BETWEEN THE CITY OF KERMAN AND MARGARET MIMS
FOR
LAW ENFORCEMENT OPERATIONAL CONSULTING AND ADVISORY SERVICES**

This Agreement is made and entered into effective on _____, by and between the City of Kerman, a California municipal corporation, (hereinafter referred to as "CITY") and Margaret Mims (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY has determined that it requires law enforcement operational consulting services for the City; and

WHEREAS, such services benefit CITY by providing dedicated, experienced and expert services; and

WHEREAS, CONSULTANT is fully qualified to perform such professional services by virtue of their experience, training, education and expertise; and

WHEREAS, CONSULTANT is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, CONSULTANT was selected on a sole source basis given her unique knowledge of the subject matter, local experience and local interagency interdependence in Fresno and Madera Counties.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are part of this Agreement and the terms and conditions hereinafter contained, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY, services as requested by CITY as specifically set forth in **Exhibit 'A'**.
2. Term of Agreement. This Agreement shall be effective from July 13, 2023, to June 30, 2024 subject to any earlier termination in accordance with this Agreement.
3. Compensation. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement at the rate of \$80.00 per hour with the total not to exceed sum of \$30,000. The hourly rates are included as part of **Exhibit 'B'**.
4. Termination.

(a) This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the CITY upon written notice to the CONSULTANT upon five (5) day's written notice. CONSULTANT may terminate this Agreement upon 30 days' written notice.

(b) If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

(c) Upon termination with or without cause, all finished and unfinished documents, project data and reports shall, at the option of the City, become its sole property and shall, at Consultant's expense, be delivered to the City or to any party it may so designate.

(d) In the event termination is without cause, Consultant shall be entitled to any compensation owing it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment; provided, however, that Consultant shall be entitled to compensation for work in progress at the time of termination. Notice of termination shall be mailed as follows:

To the City:

City of Kerman
850 S. Madera Avenue
Kerman, CA 93630

To the Consultant:

Margaret Mims
Address on File

5. Indemnification. To the furthest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend, City and each of its officers, officials, employees, agents, and volunteers from and against all claims, demands, costs, or liability, and expenses including attorneys' fees arising out of the performance of the work described in this Agreement, caused in whole or in part by the sole negligence, recklessness, or willful misconduct of CONSULTANT, its principals, officers, employees, agents, or volunteers in the performance of this Agreement or anyone for whose acts any of them may be liable excluding, however, such claims, demands, loss, damages, or arising from City's sole negligence or willful acts.

6. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect automobile insurance as in writing by City Manager or his or her designee at any time and in her sole discretion.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT fails to maintain any required insurance in full force and effect, all services and

work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. This phrase “fail to maintain any required insurance” shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

7. Nondiscrimination. To the extent required by controlling federal, state, and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

8. Independent Contractor. In the furnishing of the services provided for under this Agreement, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

9. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party’s address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

10. Assignment. This agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights of obligations under this Agreement without the prior written approval of the City Manager or her designee.

11. Compliance with Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California, and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

12. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any

subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

13. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
14. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.
15. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
16. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but by construing the terms in accordance with their generally accepted meaning.
17. Attorneys' Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.
18. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
19. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
20. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
21. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary n

this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

CITY OF KERMAN
A municipal corporation

MARGARET MIMS

John Jansons, City Manager
Date: _____, 2023

Date: _____, 2023

ATTEST:

Marci Reyes, City Clerk

Date: _____, 2023

APPROVED AS TO FORM:

Hilda Cantú Montoy, City Attorney

Date: _____, 2023

EXHIBIT ‘A’

SCOPE OF SERVICES

Consultant agrees to perform work as follows:

- A. Evaluate operations in City Police Department and Perform Functional and Operational Assessments and provide written assessments and or recommendations for adjustment, improvement or adoption of “Best (better) Practices” if applicable.
 - 1. Assess and advise on Administrative functions and operations,
 - 2. Assess and advise on Recruitment and Retention strategies,
 - 3. Assess and advise on Supervision, Patrol Operations, Traffic Enforcement, Parking Enforcement, Armory etc.,
 - 4. Assess and advise on Records and Property and Evidence,
 - 4. Assess and advise on Training, FTO, Range Certifications, Officer–Employee education and training programs.
 - 5. Assess and advise on Community Oriented Policing strategies including; Community Service Officer program, School Resource Officer program, “homeless” (mental illness, vagrancy, chronic substance abusers) and grant funded special programs and operations, IE: Underage Tobacco Prevention and Enforcement, Alcohol Beverage Licenses, Cannabis Control, etc.
- B. Consultant to examine and opine on other matters as identified during the term of their CONTRACT as assigned by City Manager or by Chief of Police at the direction of City Manager.

EXHIBIT 'B'

FEE SCHEDULE

- 1) Consultant to perform work at an hourly rate of \$80.00 (Eighty Dollars) per hour and billed monthly in accordance with this AGREEMENT.
- 2) Any additional expenses incurred by CONSULTANT will require pre-approval by City Manager and if authorized in writing, are to be included on monthly billing statement.