

1 MEMORANDUM OF UNDERSTANDING.

2 THIS MEMORANDUM OF UNDERSTANDING (hereinafter referred to as
3 "MOU") is hereby made and entered into, and shall be deemed effective as of the 1st day of
4 May 2016, by and between the FRESNO COUNTY EMPLOYEES' RETIREMENT
5 ASSOCIATION (hereinafter referred to as "FCERA"), a local public agency, and the
6 COUNTY OF FRESNO, a political subdivision of the State of California (hereinafter
7 referred to as "COUNTY").

8 W I T N E S S E T H:

9 WHEREAS, FCERA is in escrow to purchase 7766, 7772, and 7778 North Palm
10 Avenue that will consist of three completed building envelope shells of which two will
11 require additional office design and construction services under this MOU (hereinafter
12 referred to as the "Project").

13 WHEREAS, FCERA, a local governmental entity, has a need for Project management
14 services to assist in the design and construction process, and to oversee the construction
15 manager/contractor responsible for constructing the new building.

16 WHEREAS, COUNTY has the necessary personnel and unique skills to provide
17 Project management functions for the construction of governmental-owned buildings,
18 including compliance with various statutes and regulations applicable to this Project.

19 NOW, THEREFORE, in consideration of their mutual covenants and conditions, the
20 parties hereto agree as follows:

21 I. PROJECT MANAGEMENT SERVICES.

22 COUNTY agrees to provide the following services.

23 A. Assist in the preparation of agreement amendments for additional services and
24 any and all services to be performed by subconsultants to the architect, to be executed
25 between FCERA and its architect.

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1 B. Assist in the preparation and negotiation of an agreement to be executed between
2 FCERA and the construction manager/contractor, for the performance of professional
3 services necessary to construct the offices and appurtenances thereto, including but not
4 limited to, mechanical and electrical engineering services, site work and construction, and
5 installation of the electrical, plumbing, landscaping, and irrigation systems.

6 C. Oversee and monitor any contract between FCERA and its architect regarding the
7 Project.

8 D. Oversee and monitor any contract between FCERA and the construction
9 manager/contractor for the Project.

10 E. Provide assistance and coordination in moving, or the procurement of, interior
11 furnishings and equipment to be purchased by FCERA.

12 F. Provide general project management services, which shall include the following:

- 13 1. Assist in oversight of the inspection program.
- 14 2. Provide on-site representation as required during construction of the offices
15 and for periodic review of construction activities.
- 16 3. Assist in resolution of construction issues as required.
- 17 4. Assist and coordinate regarding any changes that may be required to the
18 existing utility connections.
- 19 5. Review and recommend for payment all project invoices.
- 20 6. Assist in the processing of change orders.
- 21 7. Coordinate in the preparation of project milestones and schedules.
- 22 8. Assist in development of construction punch lists, final acceptance of the
23 project and completion of record drawings.
- 24 9. Provide advice and guidance regarding the compliance with statutes and
25 regulations applicable to projects owned by governmental agencies.

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1 II. COMPENSATION.

2 A. In consideration of the project management services provided by COUNTY
3 pursuant to Paragraphs A through F, inclusive, of Article I above, FCERA will pay
4 COUNTY at the hourly Fresno County Master Schedule of Fees rates for the Department of
5 Public Works and Planning personnel as identified in Exhibit A, attached hereto and by this
6 reference incorporated herein. The stated rates shall include any and all personnel, and are
7 subject to change annually contingent upon revisions to the County of Fresno's labor cost
8 structure. Equipment and supplies required in the performance of project management
9 services will be billed separately.

10 B. The maximum amount of this MOU shall not exceed One-hundred Thirty-two-
11 thousand Dollars, allocated as follows:

12 1. Payment for project management services performed pursuant to
13 Paragraphs A through F, inclusive, of Article I above, shall not exceed the sum of One-
14 hundred Twenty-thousand Dollars (\$120,000.00); and

15 2. An allowance of Twelve-thousand Dollars (\$12,000) for testing and special
16 inspections, as may be required for the Project and billed at actual cost without mark-up.

17 3. This MOU may be amended to increase any or all of the maximum
18 amounts specified in this Paragraph, in accordance with the provisions of Article VI below, if
19 the parties agree to additional services.

20 III. INVOICING

21 COUNTY shall prepare automated journals through PeopleSoft detailing the dates,
22 hours, and types of services provided. Copies of the journal vouchers along with
23 documentation substantiating billings and invoices will be provided to FCERA.

24 IV. TERM

25 The term of this MOU shall be retroactive, with an effective commencement date of
26 May 1, 2016, and this MOU shall terminate on December 31, 2017.

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1 V. TERMINATION

2 A. Non-Allocation of Funds - The terms of this MOU, and the services to be
3 provided thereunder, are contingent on the approval of funds by the FCERA Board. Should
4 sufficient funds not be allocated the scope of services provided and scope of work to be
5 completed may be modified, or this MOU may be terminated at any time by FCERA.

6 B. Without Cause - Under circumstances other than those set forth above, this MOU
7 may be terminated by either party upon the giving of thirty (30) days advance written notice
8 of an intention to terminate.

9 C. In the event of termination of this Agreement by FCERA, the COUNTY will be
10 compensated for work performed by COUNTY, up to the effective date of termination as
11 determined by the provisions of this Article V.

12 VI. MODIFICATION

13 Any matters of this MOU may be modified from time to time by the written consent
14 of all the parties without, in any way, affecting the remainder.

15 A. The FCERA Administrator and the Director of Public Works and Planning are
16 hereby authorized, as limited by the provisions of this Paragraph, to approve the following
17 amendments or modifications to this Agreement:

18 (1) An extension of time that may extend the term of this Agreement for an
19 additional period not to exceed two (2) years, through and including December 31, 2019, so
20 long as such extension of the term does not exceed the total compensation allowed to be paid
21 to COUNTY, hereunder, and/or

22 (2) An increase in the total compensation payable to COUNTY hereunder that
23 does not exceed ten percent (10%) of the original maximum contract amount specified in
24 Paragraph II.B above, such that an increase under the provisions of this Paragraph VI.A may
25 result in an adjustment in the contract amount, up to a maximum amount of Thirteen-
26 thousand Two-hundred Dollars (\$13,200), for a maximum total contract amount of One-
27 hundred Forty-five-thousand Two-hundred Dollars (\$145,200); or

(3) Amendments that do not require extensions of time and increases of compensation.

VII. NON-ASSIGNMENT

Neither party shall assign, transfer or subcontract this MOU, nor any of its respective rights or duties hereunder, without the prior written consent of the other party.

VIII. RELATIONSHIP OF PARTIES

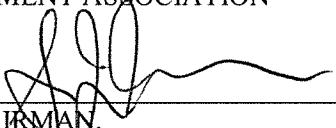
It is understood that this is an MOU by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

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

ATTEST:

FRESNO COUNTY EMPLOYEES'
RETIREMENT ASSOCIATION

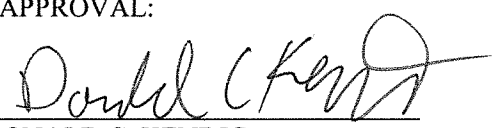
COUNTY OF FRESNO

BY: 
CHAIRMAN,
BOARD OF RETIREMENT

BY: _____
CHAIRMAN
BOARD OF SUPERVISORS

REVIEWED AND RECOMMENDED
FOR APPROVAL:

REVIEWED AND RECOMMENDED
FOR APPROVAL

BY: 
DONALD C. KENDIG
ADMINISTRATOR

BY: 
STEVEN E. WHITE, DIRECTOR
DEPARTMENT OF PUBLIC WORKS
AND PLANNING

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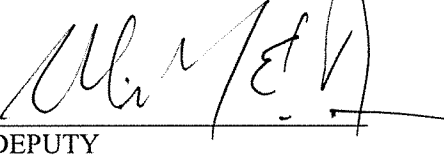
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1 APPROVED AS TO LEGAL FORM FOR
2 FCERA: BAKER MANOCK
3 & JENSEN, PC

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6
7 BY: 
8 KENNETH L. PRICE

APPROVED AS TO LEGAL FORM FOR
COUNTY OF FRESNO: DANIEL C.
CEDERBORG, COUNTY COUNSEL

BY: 
DEPUTY

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11
12 APPROVED AS TO ACCOUNTING FORM
13 VICKI CROW, C.P.A.
14 AUDITOR-CONTROLLER/TREASURER-TAX COLLECTOR

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17
18 BY: 
19 DEPUTY

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22 Project T80261

23 Fund 1100/Subclass 10000

24 Org: 9200

25 Account/Program: 7295

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Exhibit A

Employee Position

Weighted Rate

\$/Hour**

Division Manager, Capital Projects

150.15

Architect, Capital Projects

130.92

Architectural Assistant, Capital Projects

68.75

Staff Analyst, Capital Projects

100.68

** These rates are subject to change depending on salary and overhead increases.

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