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AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES

THIS AGREEMENT is made and entered into. effective on 1/17/2024, by and between the CITY OF FRESNO, a California municipal corporation (the City), and The Connie Rice Institute for Urban Peace dba Urban Peace Institute, a California non-profit Corporation (the Consultant).

RECITALS

WHEREAS, the City desires to obtain professional consulting services for street outreach training (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a non-profit organization focused on violence reduction by providing training and technical assistance and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for the City by its PARCS Director (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1) Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.

2) Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through June 30, 2025, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.

3) Recordkeeping and Performance Data.

   a) Consultant shall document all services provided to Participants and maintain individual Participant's service records and case files in a secure location with access limited to appropriate staff to ensure that confidentiality and safety is maintained and protected,

   b) Consultant shall provide any monthly and quarterly reports, and any certifications as required by Agency, in accordance with the grant guidelines and specified time

frames as outlined in **Exhibit C**.

c) In the event of termination, the non-confidential reports prepared by Consultant shall be immediately turned over to the City by CONSULTANT.

4) Financial Reporting, Auditing and Document Retention. Consultant shall submit a monthly or quarterly invoice to PARCS for the eligible expenses incurred for Program. Billing documentation shall include the following:

A breakdown of expenditures by cost category:

a) Supporting documentation of all costs including payroll registers, general ledgers and checks as requested by Agency; and

b) Time sheet documentation for grant funded staff position.

c) Consultant shall maintain accurate, complete, orderly and separate records for the Program and funding separately from all other funds, including any United States Department of Justice ("DOJ") award funds awarded for the same or similar purposes or programs. CONSULTANT agrees that all personnel performing activities hereunder shall maintain separate timesheets to document hours worked for activities related to the Grant and this MOU. Records of CONSULTANT expenses pertaining to the Program shall be kept on a generally recognized accounting basis.

d) All records shall be available to Agency, BSCC, the Comptroller General of the United States, DOJ (including the Office of Justice Programs and the Office of the Inspector General, and its representatives, and the Government Accountability Office ("GAO")), and/or any of their authorized representatives upon request during regular business hours throughout the life of this MOU and for a period of three years after final payment or, if longer, for any period required by law or the Grant. In addition, all books, documents, papers, and records of CONSULTANT pertaining to the Program shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This paragraph shall survive expiration or termination of this MOU.

e) Consultant also understands and agrees that Agency, DOJ and/or the GAO are authorized to interview any officer or employee of Consultant regarding transactions related to this MOU.

5) Compensation.

a) The Consultant's compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed $300,000 paid on the basis of the rates set forth in the schedule of fees and expenses contained in Exhibit A.

b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of the City business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.

c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which

modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

6) Termination, Remedies and Force Majeure.

a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.

b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.

d) Upon any breach of this Agreement by the Consultant, the City may exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; proceed by appropriate court action to enforce the terms of the Agreement; and/or recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.

f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any

excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

7) Confidential Information and Ownership of Documents.

   a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.

   b) Any and all writings and documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

   c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.

   d) This Section 5 shall survive expiration or termination of this Agreement.

8) Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

9) Indemnification. To the furthest extent allowed by law, including California Civil Code section 2782.8, CONSULTANT shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONSULTANT, its principals, officers, employees, agents or volunteers in the performance of this Agreement. If CONSULTANT should subcontract all or any portion of the services to be performed under this Agreement, CONSULTANT shall require each subcontractor to

indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph. This section shall survive termination or expiration of this Agreement.

10) Insurance.

a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in its sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors\sub-consultants fail 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 the Consultant shall be withheld until notice is received by the 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 the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

11) Conflict of Interest and Non-Solicitation.

Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit D**. During the term of this Agreement, Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.

a) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.

b) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

c) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.

d) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.

e) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.

f) This Section 9 shall survive expiration or termination of this Agreement.

12) Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:

a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559)

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621-1111.

b) Immediately contact the City's Solid Waste Management Division at

559) 621-1452 and schedule a free waste audit and cooperate with such Division in their conduct of the audit for each office and facility.

c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (a) above and the ongoing maintenance thereof.

13) General Terms.

a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.

b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.

c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is license to perform the services called for by this Agreement (or that no license is required) before beginning work.

d) Nondiscrimination. To the extent required by controlling federal, state and local law, the 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. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:

e) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds 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 be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

f) The Consultant will not discriminate against any employee or applicant for employment because 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. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their 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. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

g) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to 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.

h) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

i) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

14) Independent Contractor.

a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner, or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its

work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.

b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.

c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co- employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.

15) 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 to 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. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

16) Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

17) Assignment.

a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.

18) Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the 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.

19) 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.

20) 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 the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

21) 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.

22) 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.

23) 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 rather by construing the terms in accordance with their generally accepted meaning.

24) Attorney's 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 attorney's fees and legal expenses.

25) Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

26) 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

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and void.

27) 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.

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

29) Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.

30) The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: DocuSigned by: 4B59C02BA274430...
GEORGEANNE A. WHITE
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: DocuSigned by: Christine Charitar 66086C14193B4F5...
Christine C. Charitar
Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: DocuSigned by: Tina Your 6CA1388820964E3... 1/17/2024

Deputy

Addresses:

CITY:
City of Fresno
Attention:
Street Address:
Phone:
E-mail:

INSTITUTE FOR URBAN PEACE dba
URBAN PEACE INSTITUTE,
a California non-profit corporation

By DocuSigned by: 892B00CEA38A467...

Name: Fernando Rejon

Title: Exec. Director
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: DocuSigned by: Timothy Shugrue F9FD2C5731514CD...

Name: Timothy Shugrue

Title: Director of Finance and Operations
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

Any Applicable Professional License:
Number:
Name:
Date of Issuance:

CONSULTANT: Urban Peace Institute
Attention: Fernando Rejon
Street Address: 1910 W. Sunset Blvd., Ste. 800
Phone: 213-404-0124
E-mail: frejon@urbanpeaceinstitute.org

Attachments:
1. Exhibit A - Scope of Services
2. Exhibit B – Insurance Requirements
3. Exhibit C – Summary of Reporting Requirements
4. Exhibit D – Disclosure of Conflict of Interest

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EXHIBIT A

SCOPE OF SERVICES
Consultant Service Agreement between City of Fresno (City) and [Consultant Name] (Consultant)
Street Outreach Training Modules

Overview
UPI seeks to build off its past efforts with the City of Fresno to further assist in the development of a framework for a comprehensive violence prevention reduction strategy. UPI uniquely understands the community violence and gang dynamics currently present in Fresno through its past engagement and training efforts. Moreover, UPI is sensitive to and cognizant of the current relationships between law enforcement and the local community violence intervention workforce. UPI envisions this comprehensive strategy will set a standard of practice for Fresno's future street outreach efforts.

UPI will then provide training to street outreach workers to adhere to these new standards. The organization will develop a comprehensive violence intervention and prevention training plan that is reflective of the current skillset and reality of Fresno's street outreach workers. Furthermore, UPI will ensure this training plan builds upon the previous introductory Community Violence Intervention training UPI provided for Fresno stakeholders. These new training courses will further professionalize the field and build upon the previous introductory skills to ensure street outreach can be an effective tool to create community safety throughout Fresno.

Task 1:
UPI will first work to develop a framework for a comprehensive violence prevention strategy that sets standards of practice for street outreach in Fresno. Leveraging its past training modules for community violence intervention and first-hand experience in the region, the UPI team will review its past curriculum, pre and post-training assessments, and strategy notes to examine the effectiveness of these efforts. UPI will then identify gaps in knowledge, professional standards, and relationships needed to fully develop a framework to shape future work. In partnership with city leaders and practitioners, UPI's technical assistance team will then analyze methods to ensure multisector collaboration to support practice outreach and ensure a crisis intervention infrastructure can thrive throughout the City of Fresno. UPI expects the framework development to occur from January – March 2024, and then will guide the development of a training plan to ensure its successful implementation.

Task 2:
After the completion of a framework for a comprehensive violence prevention strategy, UPI will then work to develop a training plan that can advance community partners and local law enforcement's skills to more effectively reduce violence. UPI anticipates the proposed training modules will parallel to areas identified by the City of Fresno, including: law and public policy, education, community organization, hospital-based violence intervention programs, trauma care, and advocacy practices.

UPI expects it will then provide trainings on these topic areas through: (1) five day in-person, eight hour/ day certification training for community intervention workers, (1) one day in-person, eight-hour/day cross-training on establishing a professional understanding to community intervention workers and law enforcement partners, (1) five day in-person, eight-hour/day hospital based certification training for hospital-based violence intervention workers, (2) two day in-person, eight-hour/day law enforcement training for law enforcement partners. UPI will then assist in the development and implementation of the community violence coalition to further expand advocacy practices. UPI anticipates these proposed training sessions will have the following timeline and overarching objectives listed below.

A. Community Violence Intervention Certification Training for Community Violence Intervention Workers
Timeline: March 2024
Capacity: 30 participants
Length: 5-days
Objectives:
1: Understand the public health approach to violence prevention and reduction
2: Increase knowledge of role in violence intervention and how to fulfill it in a strategic manner.
3: Understand the importance of multi-sector collaboration and mission alignment in implementation of a violence reduction strategy
4: Enhance personal and professional development to maintain effectiveness in all facets of their work.

B. Community Violence Intervention Training for Law Enforcement Partners
Timeline: June and September 2024
Capacity: 30 participants each session
Length: 2-days
Objectives:
1: Understand the role and practice of law enforcement and community intervention workers within a comprehensive violence reduction strategy.
2: Understand the importance of establishing a professional understanding with law enforcement and community intervention workers to prevent and reduce violence.

C. Cross-Training on Establishing a Professional Understanding for Community Intervention Workers and Law Enforcement Partners
Timeline: February 2025
Capacity: 50 participants
Length: 1-day
Objectives:
1: Understand the importance of multi-sector communication and collaboration amongst all partners to leverage resources and increase trust.

D. Hospital Based Intervention Certification for Community Intervention Workers
Timeline: May 2025

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Capacity: 30 participants
Length: 5-days
Training Objectives:
1: Understand the public health approach to violence prevention and reduction
2: Increase knowledge of hospital-based violence intervention
3: Understand the importance of the role of hospital-based violence intervention workers, challenges, HIPPA compliance, collaboration with community intervention workers and mission
alignment in implementation of a violence reduction strategy
4: Enhance personal and professional development to maintain effectiveness in all facets of their work.

Technical Assistance
Following these training modules, UPI expects to provide ongoing development and technical assistance to support the City of Fresno's violence reduction efforts. UPI will also remain flexible in the timeframe and proposed structure of its training modules to best reflect the identified and dynamic violence reduction needs in the region.

Task 3: Evaluation
UPI will develop and implement a comprehensive evaluation plan to assess the effectiveness of its training modules to enhance the knowledge and skills of its participants to use community violence intervention practices. UPI will use a variety of quantitative and qualitative data to analyze the effectiveness of its training modules, including pre and post-training assessments by participants. Please see attached for the full evaluation plan presented on Appendix B, Training Module Evaluation.

As a result of the participants' enhanced knowledge and skillset, UPI anticipates that violence prevention and reduction efforts will be significantly bolstered through the City of Fresno.

Evaluation Plan

Process Evaluation			
Key Questions	**Indicators**	**Data Sources**	**Data Collection Methods/Frequency**
What violence reduction training is conducted?	# of training modules conducted # of hours # of attendees	Event registration Participant self-report	Event registration Module sign-in
Who attends the violence reduction training?	Organizations (name, location, service, years in operation) Participants (age, sex, race/ethnicity, years experience)	Participant self-report	Survey (1x/module)
How do participants experience the violence reduction training?	Strengths Barriers Recommended changes	Participant self-report	Survey (1x/module)
Outcome Evaluation			
Key Questions	**Indicators**	**Data Sources**	**Data Collection Methods/Frequency**
Did the violence reduction training increase participant knowledge and ability?	Participant knowledge of violence reduction (i.e., general prevention/intervention understanding) Participant ability to access and utilize violence reduction tools and resources	Participant self-report	Pre-post survey administered at start of first module and end of last module

Project Timeline

Project Timeline:

Start Date – End Date (Provide timeframe for each activity/milestone)	**Activity/Milestone** (Describe each activity/milestone for the training modules)	**Personnel** (Provide the personnel involved for this activity/milestone)	**Allocation of Funds** (Provide how much of the grant will be allocated to achievement of each activity/milestone)
March 2024	Conduct a CVI Certification Training for Community Intervention Workers	(1) Technical Assistance Manager (1) Technical Assistance Coordinator (1) Technical Assistance Associate (6) Subject Matter Expert Consultants	$87,900
June 2024	Provide (1) Community Violence Intervention Training to Law Enforcement Partners	(1) Technical Assistance Manager (1) Technical Assistance Coordinator (1) Technical Assistance Associate (4) Subject Matter Expert Consultants	$37,600
September 2024	Provide (1) Community Violence Intervention Training to Law Enforcement Partners	(1) Technical Assistance Manager (1) Technical Assistance Coordinator (1) Technical Assistance Associate (4) Subject Matter Expert Consultants	$37,600
February 2024	Provide (1) Cross-Training on Establishing a Professional Understanding to Community Intervention Workers and Law Enforcement Partners	(1) Technical Assistance Manager (1) Technical Assistance Coordinator (1) Technical Assistance Associate (3) Subject Matter Expert Consultants	$22,050
May 2025	Provide (1) Hospital Based Intervention Certification Training to Community Intervention Workers	(1) Technical Assistance Manager (1) Technical Assistance Coordinator (1) Technical Assistance Associate (5) Subject Matter Expert Consultants	$72,600
January 2024-July 2025	Provide Ongoing Development and Technical Assistance to support ONSCE's Violence Reduction Efforts	(1) Technical Assistance Manager (1) Technical Assistance Coordinator (1) Technical Assistance Associate (3) Subject Matter Expert Consultants	$15,300

Itemized Budget

City of Fresno Street Outreach Training Module Project Budget & Timeline Template
Name of Organization: Urban Peace Institute

The consultant shall prepare a line-time budget that identifies all costs associated with the project. These costs and all other expenses must be presented in a table format per the example below.

A. Proposed Operational Expense Breakdown: Includes expenses for outreach and marketing materials for community outreach events such as interpretation, translation, flyers, etc. Overhead shall not exceed 10 percent of contract total. Detailed itemization and receipts required.			$
Printing Materials and Printer Costs			5,391.00
Zoom Costs			1,035.00
SurveyMonkey Costs			1,200.00
Piktochart Costs			180.00
Equipment			1,812.04
TOTAL PART A. PROPOSED OPERATIONAL EXPENSES			9,618.04
B. Proposed Staff Costs: Includes staff who will work on the project, their costs with hourly rates required to complete project and details about work performed.			
Staff Member & Work Performed	**Hourly Rate**	**Hours**	
Jessica Canales, Technical Assistance Manager		150.00	6,490.50
Melvyn Hayward, Technical Assistance Senior Associate		200.00	5,770.00
Catherine Salaiz, Technical Assistance Associate		200.00	5,480.00
Ben Owens, CVI Specialist		200.00	6,730.00
Eric Lam, Director of Programs		150.00	7,716.00
Nancy Enriquez, Compliance Manager		100.00	3,606.00
David Palacios Galindo, Accounting Department		100.00	2,649.00
Claudia Bracho, CVI Speacialist		200.00	6,730.00
Subtotal Staff Member & Work Performed		1,300.00	45,171.50
Fringe Benefits @22%			9,937.73
Consultants	$200	780	156,000.00
TOTAL PART B. PROPOSED STAFF COSTS			211,109.23
C. Travel Expenses: Mileage must use the federal standard mileage rate of $0.625 per mile Detailed itemization required.			
Travel Costs for (1) CVI Certification Training (includes transportation, hotel, per diem)			15,000.00
Travel Costs for (2) Law Enforcement Trainings (includes transportation, hotel, per diem)			15,000.00
Travel Costs for (1) CVI and Law Enforcement Training (includes transportation, hotel, per diem)			7,000.00
Travel Costs for (1) Hospital Based Intervention Certification Training			15,000.00
TOTAL PART C. TRAVEL EXPENSES			52,000.00
Subtotal of Direct Costs			272,727.27
Indirect Costs 10%			27,272.73
TOTAL AMOUNT REQUESTED			**300,000.00**

EXHIBIT B

INSURANCE REQUIREMENTS
Consultant Service Agreement between City of Fresno (the City) and Urban Peace Institute (the Consultant)
Street Outreach Training

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

4. Professional Liability (Errors and Omissions) insurance appropriate to CONSULTANT'S profession.

MINIMUM LIMITS OF INSURANCE

CONSULTANT, or any party the CONSULTANT subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY:

(i) $1,000,000 per occurrence for bodily injury and property damage;

(ii) $1,000,000 per occurrence for personal and advertising injury;

(iii) $2,000,000 aggregate for products and completed operations; and,

(iv) $2,000,000 general aggregate applying separately to the work performed under the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY:

$1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits.

4. EMPLOYER'S LIABILITY:

(i) $1,000,000 each accident for bodily injury;

(ii) $1,000,000 disease each employee; and,

(iii) $1,000,000 disease policy limit.

5. PROFESSIONAL LIABILITY (Errors and Omissions):

(i) $1,000,000 per claim/occurrence; and,

(ii) $2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event CONSULTANT purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONSULTANT shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONSULTANT shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. CITY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds. CONSULTANT shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.

2. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, officials, employees, agents and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.

3. CONSULTANT'S insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents and volunteers shall be excess

of CONSULTANT'S insurance and shall not contribute with it. CONSULTANT shall establish primary and non-contributory status on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non contributory status as broad as that contained in ISO Form CG 20 01 04 13.

4. The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONSULTANT and its insurer shall waive any right of subrogation against CITY, its officers, officials, employees, agents and volunteers.

5. All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice by certified mail, return receipt requested, has been given to CITY. CONSULTANT is also responsible for providing written notice to the CITY under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONSULTANT shall furnish CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for CITY, CONSULTANT shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

6. Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

7. The fact that insurance is obtained by CONSULTANT shall not be deemed to release or diminish the liability of CONSULTANT, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONSULTANT, its principals, officers, agents, employees, persons under the supervision of CONSULTANT, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

CLAIMS-MADE POLICIES

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONSULTANT.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONSULTANT, CONSULTANT must purchase "extended reporting"

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coverage for a minimum of five (5) years completion of the Agreement work or termination of the Agreement, whichever occurs first.

4. A copy of the claims reporting requirements must be submitted to CITY for review.

5. These requirements shall survive expiration or termination of the Agreement.

VERIFICATION OF COVERAGE

CONSULTANT shall furnish CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY'S Risk Manager or his/her designee prior to CITY'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of CITY, CONSULTANT shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

SUBCONTRACTORS

If CONSULTANT subcontracts any or all of the services to be performed under this Agreement, CONSULTANT shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no side agreement is required, CONSULTANT shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and CONSULTANT shall ensure that CITY, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONSULTANT, and CITY, prior to commencement of any work by the subcontractor.

EXHIBIT C

SUMMARY OF REPORTING REQUIREMENTS

California Violence Intervention and Prevention Program reporting deadlines to submit quarterly reports.

Reporting Period	Due Date:
October 1, 2023 – December 31, 2023	January 20, 2024
January 1, 2024 – March 31, 2024	April 20, 2024
April 1, 2024 – June 30, 2024	July 20, 2024
July 1, 2024 – September 30, 2024	October 20, 2024
October 1, 2024 – December 31, 2025	January 20, 2025
January 1, 2025 – March 31,2025	April 20, 2025
April 1, 2025-June 30, 2025	July 20, 2025

EXHIBIT D

DISCLOSURE OF CONFLICT OF INTEREST

(Project Title)

		YES*	NO
1	Are you currently in litigation with the City of Fresno or any of its agents?	☐	☒
2	Do you represent any firm, organization, or person who is in litigation with the City of Fresno?	☐	☒
3	Do you currently represent or perform work for any clients who do business with the City of Fresno?	☐	☒
4	Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno?	☐	☒
5	Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service?	☐	☒
6	Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project?	☐	☒

* If the answer to any question is yes, please explain in full below.

Explanation: _____

_____

_____

_____

_____

_____

_____

ϒ Additional page(s) attached.

DocuSigned by:
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Signature

11/29/2023
Date

Fernando Rejon
Name

Urban Peace Institute
Company

1910 W. Sunset Blvd., Ste. 800
Address

Los Angeles, CA 90026
City, State, Zip